BLACK DUCK SOFTWARE, INC.
"AS IS" TEMPORARY EVALUATION LICENSE AGREEMENT
(NON PRODUCTION LICENSE)

UNLESS YOU (THE "CUSTOMER") HAVE OBTAINED PERMISSION TO USE THE LICENSED PRODUCT UNDER A SEPARATE, DULY SIGNED LICENSE AGREEMENT OR AN EVALUATION LICENSE WITH BLACK DUCK OR AN AUTHORIZED DISTRIBUTOR, THE ACCOMPANYING LICENSED PRODUCT IS PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW AND YOUR RIGHT TO USE THE LICENSED PRODUCT IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT (THE "EULM").

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS AND YOU DO NOT HAVE A SEPARATE LICENSE AGREEMENT AS REFERENCED ABOVE, YOU MAY NOT USE OR COPY THE LICENSED PRODUCT AND YOU MUST DELETE ANY COPIES OF IT FROM YOUR SYSTEMS. IF YOU HAVE PAID A LICENSE FEE FOR USE OF THE LICENSED PRODUCT AND DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY, WITHIN TEN (10) DAYS OF YOUR INITIAL PURCHASE, REQUEST A REFUND FOR THE LICENSED PRODUCT, PROVIDED THAT YOU CERTIFY THAT YOU HAVE NOT AND WILL NOT USE THE LICENSED PRODUCT AND THAT YOU HAVE DESTROYED ALL COPIES OF THE LICENSED PRODUCT FROM YOUR SYSTEMS.

1. **SCOPE AND KEY TERMS**. This is a legal agreement (this "*Agreement*") concerning Customer's use of the Licensed Product, described below, during the Evaluation Period.

1.1 "*Authorized User*" means a parties', and its wholly owned subsidiaries', employees, or authorized contractors (a) whose duties require access to or use of the Licensed Product or Confidential Information for the benefit of that party; and (b) whose legal obligations to protect confidential and proprietary information require protection of the Licensed Product and Confidential Information to at least the same extent as set out in this Agreement. For clarity, Customer shall not appoint a third party licensor of portions of the code base reviewed during the Evaluation Period as an Authorized User.

1.2 "*Evaluation Period*" means the period of days, but in no event more than 30 days unless expressly authorized by Black Duck, that an authorization key delivered to Customer by Black Duck authorizes Customer to run the Licensed Product for evaluation purposes. Under no circumstances will the Evaluation Period under these Terms and Conditions exceed one (1) year without Black Duck's prior written consent.

1.3 "*Licensed Product*" means:

   a. the software, scripts, checkers and other files comprising the Black Duck software package identified above;

   b. any authorization keys and passwords that Black Duck may deliver to Customer from time to time in order to operate such software and carry out Customer's evaluation of it;

   c. all related user documentation, in written, electronic or other format, which describes the Licensed Product and its operation and which Black Duckmakes generally available to its licensed customers for use with the Licensed Product ("*Documentation*"); and

   d. all updates and modifications to the foregoing items.

For Black Duck labeled products only:

1.4 "**Application**" means the software code associated with a single software build, including multiple versions thereof.

1.5 "**Code Contributor**" means the individuals within or contracted by the Customer's organization who contribute or work with code for an Application that will be scanned or analyzed by the Licensed Product. The number of Code Contributors includes all developers, engineers, analysts, architects, testers and managers who have written, modified or reviewed code for any scanned or analyzed Application during the License Term, as well as any individuals who interact with the Licensed Product via UI, email/text alerts, API, or third-party integration. Code Contributors do not include, however, those individuals within the Customer's organization who perform only software related documentation or project management tasks.

2. **LICENSE**.

2.1 *Limited Rights*. Subject to Customer's compliance with the terms and conditions of this Agreement, Black Duck grants Customer a nonexclusive, non-transferable license, solely during the Evaluation Period, to use and operate the Licensed Product solely for the purpose of evaluating the Licensed Product's capabilities for a potential purchase of a Licensed Product license. The license granted under this Agreement shall be limited as follows: (a) Customer may use the Licensed Product on no more than twenty (20) computers owned or controlled by Customer for analyzing, building or testing Customer developed or licensed software code only; (b) Customer may use the results of analysis of Customer software code by the Licensed Product for review and evaluation purposes only; such results may not be used in connection with the development of any Customer software code; and (c) Customer may share the results of the operation of the Licensed Product only with Customer's employees, if any, who need to know for the purpose of evaluating the Licensed Product for potential purchase as described above.

2.2 **Conditions**. The Licensed Product is the proprietary information of Black DuckBlack Duck or its suppliers who retain exclusive title to their intellectual property rights in the Licensed Product. Customer's rights to the Licensed Product are limited to those expressly granted above and Black DuckBlack Duck reserves all rights not expressly granted in this Agreement. The rights granted to Customer above are conditional upon Customer's compliance with the following obligations:

a. Customer will not copy Black DuckBlack Duck's Licensed Products or Documentation, in whole or in part, except as expressly authorized in this Agreement.

b. Customer will not transfer, assign, lease, lend or rent Black DuckBlack Duck's Licensed Products or Documentation, use them to provide service bureau, time-sharing or other services, or otherwise provide or make the functionality thereof available to third parties except as expressly authorized in this Agreement.

c. Customer will not disassemble, decompile, reverse engineer, modify or create derivative works of Black Duck's Licensed Products or Documentation nor permit any third party to do so, except to the extent such restrictions are prohibited by applicable mandatory local law.

d. Customer will not allow access or use of the Licensed Product by, and will not display the Licensed Product's user interfaces to, anyone other than the Authorized Users, without Black Duck's prior express written consent.

e. Customer will not disclose to any third party any comparison of the results of operation of Black Duck's products with other products.

f. Customer will not delete or in any manner alter the copyright, trademark or other proprietary rights notices appearing on the Licensed Product as delivered by Black Duck. Customer will reproduce such notices on all copies Customer is authorized to make of the Licensed Product.

g. Customer will not run or operate the Licensed Product or try to access the Results once the Evaluation Period expires.

h. When the Evaluation Period expires, Customer will delete from its systems all copies of the Licensed Product in all forms and types of media.

i. Customer will ensure that any of its employees with whom Customer shares information about the Licensed Product and Results all comply with the obligations set out in this Agreement.

j. Customer's use of the Licensed Product is time-limited to the Evaluation Period, and such use and access may be monitored and regulated through a license management tool (a "**License Manager**"). The License Manager will report such data (collectively, "**Use and Compliance Data**") to Black Duck. Customer will not install or use the Licensed Product in a manner that circumvents or interferes with the operation of the License Manager or any other technological measure that controls access to the Licensed Product. Some configurations may require the License Manager to be installed only on designated servers.

k. Customer may not use the results of operating the Licensed Product to correct any bugs or defects in Customer's Code Base ("Production Use"). If Customer engages in Production Use, Customer shall be deemed to have consented to purchase a twelve (12) month term license to the Licensed Product at Black Duck's then-current list price for the total capacity of the Code Base that the Licensed Product was used on. Such license shall be granted pursuant to the terms of the current version of Black Duck's End User Software License and Maintenance Agreement ("EULM"), and Black Duck shall invoice Customer for such amount without receipt of a Customer purchase order, and all amounts owed shall be due and payable Net 30 days from Black Duck's invoice. The EULM is available at: https://www.blackduck.com/company/legal/end-user-licenses.html.

2.3 **Pre-Release Licensed Product**. Where Licensed Product includes Black Duck software not yet available to the public, Customer acknowledges that: (a) the Licensed Product may not be an official product and may not have been commercially released by Black Duck; (b) the Licensed Product may not be in final form or fully functional and may contain errors, design flaws or other problems; (c) it may not be possible to make the Licensed Product fully functional; (d) use of the Licensed Product may result in unexpected results, loss of data, project delays or other unpredictable damage or loss; and (e) Black Duck is under no obligation to release a commercial version of the Licensed Product and has the right to abandon development of the Licensed Product at any time and without liability to Customer.

2.4 **Special Terms for Third Party Software**. The Licensed Product may contain open source or community source software ("**Open Source Software**") provided under separate license terms (the "**Open Source License Terms**"). The applicable Open Source License Terms are identified in a directory named "Licenses" provided with the delivery of the Licensed Product. Company's use of the Open Source Software in conjunction with the Licensed Product in a manner consistent with the terms of this Agreement is permitted; however, Customer may have broader rights under the applicable Open Source License Terms and nothing in this Agreement is intended to impose further restrictions on Customer's use of the Open Source Software.

2.5 **Feedback and Analytics**. Customer may choose to, but is not required to, provide suggestions, data, feedback and other information to Black Duck, its subcontractors or authorized distributors regarding possible improvements in the operation, functionality or use of Black Duck's Licensed Products. Customer hereby grants to Black Duck and its subcontractors and authorized distributors, without charge, the right to use, copy, modify and create derivative works of any such suggestions, data, feedback and information solely for the purpose of (i) improving the operation, functionality or use of its existing and future product offerings and commercializing such offerings; and (ii) publishing aggregated statistics about software quality,

provided that no data in any such publication can be used to specifically identify Customer or Customer's software code.

2.6 **Keys and Access**. Black Duck agrees to provide Customer those authorization keys and/or passwords which are necessary to permit Customer to gain access to Licensed Product made available to Customer for the Licensed Product which has been properly licensed to Customer in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, Customer hereby acknowledges that Customer shall have no right or license to any software made available to Customer for any software which has not been properly licensed to Customer pursuant to this Agreement or the Purchasing Agreement, that any such software has been included therein solely as a matter of convenience, and that Customer further agrees not to attempt to gain access to, or permit any third party to attempt to gain access to, such software.

3. **CONFIDENTIALITY.**

3.1 **Confidential Information**. "**Confidential Information**" means: (a) each party's software products, in byte code or source code form; (b) any authorization keys and passwords delivered in order to operate such products; (c) Documentation, product road maps and development plans, and product pricing information; (d) any results of operation of the Licensed Product; and (e) any business, technical or training information of a party that, if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure, or, if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the other party within thirty (30) days of such disclosure.

3.2 **Exclusions**. Confidential Information does not include information that: (a) is or becomes generally known or available to the public through no act or omission of the party receiving Confidential Information ("**Receiving Party**"); (b) is rightfully known by the Receiving Party prior to receiving such information from the other party ("**Disclosing Party**") and without restriction as to use or disclosure; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information and without breach of this Agreement; or (d) is rightfully received by the Receiving Party from a third party without restriction on use or disclosure. The existence of this Agreement and the nature of the business relationship between the parties are not considered Confidential Information.

3.3 **Use and Disclosure Restrictions**. Receiving Party will not use the Disclosing Party's Confidential Information except as necessary to exercise the rights granted under this Agreement or to evaluate opportunities to license additional Licensed Product from Black Duck pursuant to the applicable Agreement, and will not disclose such Confidential Information to any person or entity except to its employees or Authorized Users. Without limiting the generality of the foregoing, Customer agrees that it will not post the Licensed Product, the Documentation, or any screenshots of the Licensed Product or results generated by the Licensed Product, on any network that is accessible by anyone other than the Authorized Users. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to its legal or financial advisors that need to know in order to provide business advice to such party. In addition, each party may disclose the terms and conditions of this Agreement: (i) as required under applicable securities regulations; and (ii) on a confidential basis to present or future providers of venture capital and potential private investors in or acquirers of such party.

3.4 **Right of Equitable Relief.** The parties acknowledge that violations of the covenants and obligations of this Agreement may cause the non-breaching party irreparable injury for which an adequate remedy at law may not be available. Therefore, the non-breaching party shall be entitled to seek all remedies that may be available under equity, including immediate injunctive relief, in addition to whatever remedies may be available at law.

4. **NO WARRANTY; NO MAINTENANCE OR SUPPORT**. Black Duck has no obligation to provide maintenance or support services in connection with the Licensed Product. The Licensed Product is being provided "AS IS." BLACK DUCK AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY OR COMPLETENESS OF RESULTS, CONFORMANCE WITH DESCRIPTION, AND NON-INFRINGEMENT. BLACK DUCK AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL BLACK DUCK OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS, REVENUE, GOODWILL, ANTICIPATED SAVINGS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer acknowledges that Black Duck would not be able to provide the Licensed Product without the limitations set forth in Section 5 herein. Customer may have other rights under applicable mandatory local laws. This Agreement does not change Customer's rights under applicable mandatory local laws if such laws do not permit it to do so.

6. **EXPORT CONTROL.** Customer agrees that the Licensed Product, Services and Technical Support subject to this Agreement are subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("**EAR**"), and sanctions regulations of the U.S.

Department of Treasury, Office of Foreign Asset Controls and that Customer will comply with these laws and regulations. Without limiting the foregoing, if any of the Licensed Products, Services and Technical Support governed by this Agreement, or the direct product of any such Licensed Product, Services and Technical Support (each, a "*Controlled Product*"), is subject to the national security controls as identified on the Commerce Control List (the "*Controlled Products*"), Customer will not, without a U.S. Bureau of Industry and Security license or license exception, export, re-export, or transfer a Controlled Product, either directly or indirectly, to any national of any country identified in Country Groups D:1 or E:1 as defined in the EARs. In addition, Licensed Product, Services and Technical Support subject to this Agreement may not be exported, re-exported, or transferred to (a) any person or entity listed on the "Entity List", "Denied Persons List" or the list of "Specifically Designated Nationals and Blocked Persons" as such lists are maintained by the U.S. Government, or (b) an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (i) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (ii) the design, development, production, or use of missiles or support of missiles projects; and (iii) the design, development, production, or use of chemical or biological weapons.

7. **BLACK DUCK ENTITIES.** Black Duck Software, Inc. and its wholly-owned subsidiaries, including, but not limited to, Black Duck Software Limited, Black Duck Software Limited Taiwan Branch, Black Duck Software G.K., and Black Duck Software Shanghai Limited., have agreed to their respective rights and obligations regarding the distribution of the Licensed Products and the performance of obligations related to the Licensed Products. You acknowledge that: (a) Black Duck Software, Inc. or any directly or indirectly wholly-owned subsidiary or branch of Black Duck Software, Inc. may treat a purchase order addressed to that entity, representative office or branch as having been addressed to the appropriate entity or entities or branch with distribution rights for the geographic region in which the Licensed Products will be used; and (b) delivery will be completed by the Black Duck entity or branch with distribution rights for the geographic region in which the Licensed Products will be used or service will be provided. For products used or services provided in a country in the Americas, Israel or Africa or US dollar transactions in Russia or China Mainland, the distributing Black Duck entity is Black Duck Software, Inc., based in California, USA. For products used or services provided in Taiwan, the distributing Black Duck entity is Black Duck Software Limited Taiwan Branch, based in Taiwan. For products used or services provided in Japan, the distributing Black Duck entity is Black Duck Software G. K., based in Japan. For products used or services provided in China Mainland in Renminbi, the distributing Black Duck entity is Black Duck Software Shanghai Limited, based in China Mainland. For products used or services provided in any country other than those identified above, the distributing Black Duck entity is Black Duck Software Limited based in Ireland.

8. **GENERAL**. Customer has no right to assign this Agreement. This Agreement is governed by and construed in accordance with the laws of the State of California excluding that body of laws known as conflicts of law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter and may only be modified by a written agreement signed by both parties. The Licensed Product is "Commercial Computer Software" as defined under FAR 252.227-7014. For Customers subject to the Defense Federal Acquisition Resolutions (DFAR), the Commercial Computer Software and associated documentation are sold pursuant to Black Duck's standard commercial license pursuant to DFARS 227.7202-1.Commercial Products. For all other government customers, use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in subparagraph (b)(2) of Commercial Computer Software License 48 CFR 52.227-19, as applicable. Customer agrees that the Uniform Computer Information Transaction Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

END OF TERMS