

## AUTONOMY END USER SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT

### IMPORTANT - READ CAREFULLY:

BY SIGNING OR ACCEPTING AN ORDER REFERENCING THIS AGREEMENT OR BY DOWNLOADING, INSTALLING, RUNNING, ACCESSING OR USING THE SOFTWARE REFERENCED IN THE ORDER, YOU ARE AGREEING TO ALL OF THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THESE TERMS CAREFULLY BEFORE TAKING SUCH ACTIONS. IF YOU DO NOT AGREE WITH OR DO NOT HAVE AUTHORITY TO AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, PLEASE DO NOT ACCEPT THESE TERMS OR OTHERWISE ATTEMPT TO DOWNLOAD THE SOFTWARE IN ANY WAY.

1. **Parties.** These terms represent the agreement ("**Agreement**") that governs the purchase of software product licenses and services from the Autonomy entity ("**Autonomy**") identified in the Order by the Customer entity identified in the Order ("**Customer**").
2. **Orders.** "**Order**" means the accepted order (ie Purchase Quotation, Product Schedule, Purchase Order, Rider, Software Schedule, or other ordering document issued and accepted by Autonomy.) including any supporting material which the parties expressly identify as incorporated either by attachment or reference ("**Supporting Material**"). Supporting Material may include (as examples) software product lists, software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated Autonomy website.
3. **Prices and Taxes.** Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise stated in the Order. If a withholding tax is required by law, please contact Autonomy to discuss appropriate procedures. Autonomy will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
4. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of Autonomy's invoice date. Autonomy may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
5. **Delivery.** Autonomy will use all commercially reasonable efforts to deliver software products in a timely manner. Autonomy may elect to deliver software and related software product/license information by electronic transmission or via download.
6. **Support Services.** Customer must purchase and receive maintenance and support services (collectively, "**Support Services**") for the software product for the first twelve (12) consecutive months beginning at the date of the shipment of the software product ("**Support Services Start Date**") in accordance with Autonomy's standard terms of support as set forth below. After such non-cancelable, non-refundable initial Support Services term, Customer may elect in writing not to purchase and receive Support Services. Provided Customer is current in its payment of all Support Services fees, the renewal rate for Support Services fees will be the previous year's rate plus an increase not to exceed the greater of five percent (5%) or the rate in increase of the Consumer Price Index for Urban Wage Earners and Clerical Workers ("**CPI-W**"), US City Average, All Items, Seasonally Adjusted, for the 12 month period immediately preceding renewal of Support Services for which such data is available. Should Customer allow Support Services to lapse, reinstatement will be subject to the payment of applicable Support Services fees for the lapsed period plus a reasonable reinstatement fee. Autonomy will provide Support Services in accordance with the terms set forth at <http://www.autonomy.com/content/MaintenanceandSupport/TermsAndConditions.html>.
7. **Eligibility.** Autonomy's service, support and warranty commitments do not cover claims resulting from:
  1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
  2. Modifications or improper system maintenance or calibration not performed by Autonomy or authorized by Autonomy;
  3. failure or functional limitations of any non-Autonomy software or product impacting systems receiving Autonomy support or service;
  4. malware (e.g. virus, worm, etc.) not introduced by Autonomy; or
  5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond Autonomy's control.

8. **Dependencies.** Autonomy's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
9. **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
10. **Software Performance.** Autonomy warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. Autonomy warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. Autonomy does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by Autonomy in Supporting Material.
11. **Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and Autonomy will re-perform any service that fails to meet this standard.
12. **Product Warranty Claims.** When we receive a valid warranty claim for an Autonomy software product, Autonomy will either repair the relevant defect or replace the software product. If Autonomy is unable to complete the repair or replace the software product within a reasonable time, Customer will be entitled to a full refund of the software product fees upon the prompt written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. Autonomy will pay for shipment of repaired or replaced software products to Customer.
13. **Remedies:** This Agreement states all remedies for warranty claims. To the extent permitted by law, Autonomy disclaims all other warranties.
14. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants Autonomy a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Autonomy and its designees to perform the ordered services. If deliverables are created by Autonomy specifically for Customer and identified as such in Supporting Material, Autonomy hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
15. **Intellectual Property Rights Infringement.** Autonomy will defend and/or settle any claims against Customer that allege that an Autonomy-branded software product or service as supplied under this Agreement infringes the intellectual property rights of a third party. Autonomy will rely on Customer's prompt notification of the claim and cooperation with our defense. Autonomy may modify the software product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected software product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Autonomy is not responsible for claims resulting from any unauthorized use of the software products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Autonomy is not responsible for claims resulting from deliverables content or design provided by Customer.
16. **License Grant.** Autonomy grants Customer a non-exclusive license to use the version or release of the Autonomy-branded software delivered to Customer unless the otherwise listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-Autonomy branded software, the third party's license terms will govern its use.
17. **License Restrictions.** Autonomy may monitor use/license restrictions remotely and, if Autonomy makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy

licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide Autonomy with reasonably detailed information about those activities.

- 18. License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, Autonomy may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to Autonomy, except that Customer may retain one copy for archival purposes only.
- 19. License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by Autonomy. Autonomy-branded software licenses are generally transferable subject to Autonomy's prior written authorization and payment to Autonomy of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms.
- 20. License Compliance.** Autonomy may audit Customer compliance with the software license terms. Upon reasonable notice, Autonomy may conduct an audit during normal business hours (with the auditor's costs being at Autonomy's expense). If an audit reveals underpayments then Customer will pay to Autonomy such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse Autonomy for the auditor costs.
- 21. Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
- 22. Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. Autonomy does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent Autonomy has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. Autonomy will use any PII to which it has access strictly for purposes of delivering the services ordered.
- 23. US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under Autonomy's standard commercial license.
- 24. Global Trade compliance.** Software products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers software products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. Autonomy may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- 25. Limitation of Liability.** Autonomy's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to Autonomy for the relevant Order. Neither Customer nor Autonomy will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

- 26. Disputes.** If Customer is dissatisfied with any software products or services purchased under these terms and disagrees with Autonomy's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
- 27. Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 28. Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
- 29. General.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. This Agreement will be governed and interpreted in accordance with the laws of the United States and the State of California, without giving effect to principles of conflicts of law. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods is specifically excluded from application to this Agreement. Any litigation relating to the formation, interpretation or alleged breach of this Agreement must be brought exclusively in the state and federal courts having jurisdiction in San Francisco, California, and the parties irrevocably consent to the jurisdiction of such courts.