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**Limited License Grant**

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  3. Use the Software in conjunction with Third Party Software in a manner consistent with the terms of this Agreement;
  4. Review the Software including, without limitation, unpacking archives (such as ZIP, SWI and RPM files provided by MapleLabs), and accessing underlying operating system facilities; and
5. Extend the Software provided in source code format and linking Customer-developed software to the Software. As used in this Agreement, “Open Source Software” means any software made available by a third party under a license approved by the Open Source Initiative, or any substantially similar license.

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- Except as otherwise expressly provided in this Agreement or Proof of Entitlement, the foregoing license grant excludes any right to, and Customer shall not:
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  3. Modify, reproduce, decompile, decrypt, disassemble, reverse engineer, create derivative works of or otherwise reduce to human readable form any Software (other than Software that is provided in source code format, if any); gain access to trade secrets or confidential information in the Software; circumvent any copy-protection or license enforcement; or attempt to do any of the foregoing, except to the extent expressly permitted by applicable law;
  4. Combine, commingle, or integrate any Software with Open Source Software or incorporate Open Source Software into any Software that may add any additional Open Source Software requirements, obligations, or licensing terms to the Software;
  5. Disclose to any third party any results of benchmarking or other testing generated in connection with Customer’s use of the Software, including without limitation any comparisons of the Software or Equipment with any other products;
  6. Provide a third party with a copy of or access to the Software (including, without limitation, source code) (if Customer does so, the Customer will be responsible to MapleLabs for all acts of such third party);
  7. Remove from the Software (or fail to include in any copy) any readme files, notices, headers, disclaimers, marks or labels; and
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  1. Customer’s license rights shall be limited to the evaluation of that Software,
2. Customer shall not be required to pay a Fee for the evaluation of that Software and
3. MapleLabs shall have the right to revoke the license to the Software at any time and for any reason.

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- The terms and conditions of this Agreement shall apply to any upgrades, updates, bug fixes or modified versions (collectively, “Updates”) or additional copies of the Software. Notwithstanding any other provision of this Agreement:
  1. Customer has no license or right to use any such Updates or additional copies unless Customer, at the time of acquiring them, already holds a valid license to the Software associated with such Updates and has paid any required Fees for such Software; and
  2. Use of additional copies of the Software is limited to backup purposes only or as otherwise expressly permitted in the Proof of Entitlement. By downloading or using any Updates, Customer’s rights with respect to the Updates are subject to the terms of the latest revision of this Agreement posted at the time of receipt of the Updates, MapleLabs’ then-current policies and procedures, and Customer’s Proof of Entitlement for the Software associated with such Updates.

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Unless otherwise specified in the Proof of Entitlement, any license or subscription Fees with respect to the Software are due and payable no later than thirty (30) days after the date of invoice or first use of the Software by Customer, whichever is earlier. Late invoices shall be subject to interest of 1.5% per month (or the maximum rate permitted by law if less) plus any expenses of collection. MapleLabs reserves the right to suspend and/or terminate access to the Software if any Fees payable hereunder are past due. Such suspension or termination shall not relieve Customer from its obligation to pay all amounts due under this Agreement.

**Taxes**

The Fees do not include any foreign, federal, state or local taxes, or any sales, use, excise, ad valorem, value-added, withholding or other taxes or duties that may be applicable to the purchase of Software (collectively, “Taxes”). Fees pursuant to this Agreement may not be reduced to reflect any Tax or other mandatory payment to government agencies. When MapleLabs has the legal obligation to collect Taxes related to any invoice, unless Customer provides MapleLabs with a valid and acceptable tax exemption certificate prior to issuance of said invoice, the appropriate amount shall be added to Customer’s invoice and paid by Customer. If a tax authority subsequently finds that any Tax payment related to any sale or service to Customer was insufficient and requires additional payment by MapleLabs, MapleLabs will make such payment and Customer will reimburse MapleLabs for such additional Tax payments (including, without limitation, any interest, levies, and penalties). MapleLabs will not be responsible for any Taxes or other amount assessed to Customer by any government agency based on Customer’s net income, gross revenue, or for any other reason.

**Third Party Software**

Notwithstanding licenses granted in this Agreement, Customer acknowledges that certain components of the Software may be covered by Open Source Software licenses of third parties (“Open Source Components”). MapleLabs shall provide a list of Open Source Components for a particular version of the Software upon Customer’s request. To the extent required by the open source licenses applicable to the Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the open source licenses applicable to an Open Source Component prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component.

**Protection of Information**

Customer agrees that the Software and associated documentation, including, without limitation, the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of MapleLabs. Customer shall not disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any
third party without the prior written consent of MapleLabs. Customer shall implement reasonable security measures to protect such trade secrets and copyrighted material.

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- The Software and associated documentation are “commercial items” as defined at FAR 2.101 comprised of “commercial computer software” and “commercial computer software documentation” as those terms are used in FAR 12.212. Consequently, regardless of whether Customer is United States Government or a department or agency thereof, Customer shall acquire only those rights with respect to the Software and associated documentation that are set forth in this Agreement.

Term and Termination

- This Agreement is effective until terminated. Customer may terminate this Agreement at any time by destroying all copies of the Software including, without limitation, any documentation. Customer’s license rights under this Agreement will terminate immediately without notice from MapleLabs if Customer fails to comply with any provision of this Agreement. If Customer’s Proof of Entitlement for any Software states that the license for that Software is “Perpetual,” then the License Term applicable to that Software is perpetual, subject only to termination for nonpayment of Fees or other breach of this Agreement. If Customer’s Proof of Entitlement for any Software states that the license for that Software is a subscription (“Subscription Software”), then the License Term applicable to that Software is for the time period identified in such Proof of Entitlement, subject to early termination for nonpayment of applicable Fees or other breach of this Agreement. In addition, with respect to any Subscription Software, this Agreement, and the license rights afforded hereunder, shall terminate with respect to such Subscription Software upon the earlier of the completion of any License Term for such Subscription Software or immediately upon the failure of Customer to pay any subscription Fees when due and owing to MapleLabs. Upon termination or expiration of this Agreement for any reason,
  1. Customer shall immediately cease using any Software and must destroy or return to MapleLabs all copies of the Software and associated documentation in its possession or control; and
  2. Customer shall promptly pay to MapleLabs any amounts owed under this Agreement, including, without limitation, any unpaid Fees

Limited Software Warranty and Disclaimers

- Subject to the terms and conditions of this Agreement, for any Software identified in a Proof of Entitlement, MapleLabs warrants for a period of 30 days from the Start Date that the Software will perform substantially in accordance with MapleLabs’ standard specifications. The sole and exclusive remedy of the Customer and the entire liability of MapleLabs under this limited software warranty shall be at MapleLabs’ option, to repair, replace or refund the Fees paid for such Software. This limited warranty extends only to the original purchaser. The “Start Date” shall mean the date when the Customer is
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  1. Has been altered, except by MapleLabs;
  2. has not been installed, operated, repaired, or maintained in accordance with instructions supplied by MapleLabs in the applicable documentation; or
  3. Has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, the MapleLabs products, Equipment and Software are not designed or intended for use in
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     2. Navigating or operating aircraft; or
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Indemnification

MapleLabs will defend at its own expense and/or settle any action (an “Action”) against Customer brought by a third party alleging that the Software infringes any U.S. patent, copyright or trademark or misappropriates a trade secret of a third party (a “Claim”) and MapleLabs will pay those costs and damages finally awarded against Customer in any such Action that are specifically attributable to such Claim or those costs and damages agreed to in a monetary settlement of such Action that are specifically attributable to such Claim. MapleLabs’ indemnification obligations are contingent upon Customer:

1. Promptly notifying MapleLabs in writing of the claim;
2. Granting MapleLabs sole control of the selection of counsel, defense, and settlement of the claim; and
3. Providing MapleLabs with reasonable assistance, information and authority required for the defense and settlement of the claim.
If a final judgment determines that the Software infringes U.S. patent, copyright or trademark or misappropriates a trade secret owned by a third party, or if at any time MapleLabs is of the opinion that the Software is likely to become the subject of a Claim, MapleLabs will use its reasonable commercial efforts to

1. Obtain sufficient rights in order for Customer to exercise its rights hereunder or
2. Replace or modify the Software so that it is no longer subject to a Claim.

Notwithstanding the foregoing, MapleLabs will have no obligation under this Section or otherwise with respect to any infringement claim based upon:

3. Any use of the Software not in accordance with this Agreement or documentation;
4. Any use of the Software in combination with products, equipment, software, or data not supplied by MapleLabs if such infringement would have been avoided but for the combination with other products, equipment, software or data;
5. Any unauthorized use, reproduction or distribution of the Software by Customer;
6. Any use, reproduction, or distribution of any release of the Software other than the most current release made available to Customer; or
7. Any modification of the Software by any person other than MuleSoft or its authorized agents or subcontractors.

Customer shall defend, indemnify, and hold MapleLabs, its affiliates, directors, employees, and representatives harmless against any liabilities, losses, damages, claims, demands, fees, expenses and other costs of any kind or nature, including, without limitation, any attorney fees, expert fees, filing fees, judgments, and settlement amounts associated therewith, as and when incurred, arising out of or related to Customer’s use of the Software or any breach or alleged breach by Customer or any of Customer’s employees, representatives or agents of any obligation, representation or warranty contained in this Agreement.

Export and Compliance with Laws.

Customer shall comply with all applicable laws and regulations in connection with its use of the Software, as well as related technical information and data. Customer acknowledges that the Software may contain encryption or encryption technology and may be subject to certain controls and restrictions under U.S. and non-U.S. export, re-export and other laws, regulations and restrictions (collectively, the “Export Regulations”), including, without limitation, the U.S. Export Administration Act of 1979, as amended from time to time, and regulations promulgated thereunder, U.S. trade sanction programs, and other regulations promulgated by the Office of Foreign Assets Control, the Department of Commerce or other departments of the U.S. government.

Customer agrees that it is solely responsible for obtaining and will obtain any necessary approvals or licenses from the applicable U.S. and foreign regulatory authorities. Without limiting the generality of the foregoing, Customer represents and warrants to MapleLabs that it will not, directly or indirectly, export or re-export, supply or otherwise make available the Software or any related technical information or data to any person in violation of any Export Regulation, including, without limitation, re-exporting, supplying or otherwise making available the Software to any person on the U.S. Department of
Commerce’s Denied Persons List or affiliated lists, on the U.S. Department of Treasury’s Specially Designated Nationals List, in a country on the State Sponsors of Terrorism list or on any U.S. export exclusion lists (collectively, the "Export Denial Lists"). Customer represents and warrants that it is not on any of the Export Denial Lists and that Customer is not using and will not use any Software or related technical information or data to further activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. Customer further certifies to MapleLabs that Customer will immediately notify MapleLabs if at any time those warranties and representation become no longer accurate.

Reports and Audit

- Customer agrees to monitor its use of the Software and generate accurate, complete and auditable records of its level of use. If at any time Customer becomes aware that it has used any Software without paying any applicable Fees or in excess of the limitations set forth in any applicable Proof of Entitlement, Customer shall promptly notify MapleLabs in writing of such use and pay any additional Fees for the type of the Software or the features or functionality thereof actually used by Customer. Customer agrees that MapleLabs shall have the right, at MapleLabs’ expense, to audit Customer’s use of the Software on at least 15 business days’ advance notice, during Customer’s normal business hours and no more frequently than twice each year, which audit shall not unreasonably interfere with Customer’s business.

Survival

- The license limitations and restrictions contained in the section entitled “Limitations and Restrictions” as well as the following provisions shall survive the termination or expiration of this Agreement: Reservation of Rights, Protection of Information, Term and Termination, Limited Software Warranty and Disclaimers, Disclaimer of Liabilities, Indemnification, Reports and Audit, and General Provisions.

General Provisions

- This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of laws provisions thereof. Neither the provisions of the United Nations Convention on Contracts for the International Sale of Goods nor those of the Uniform Computer Information Transactions Act shall apply. Disputes arising hereunder shall be subject to the exclusive jurisdiction of the state and federal courts located in the Northern District of California, and the parties agree to submit to the jurisdiction of such courts. MapleLabs may assign this Agreement or delegate its responsibilities without restriction. Customer may not assign this Agreement, its rights or licenses, or delegate its duties, hereunder, nor may any successor entity of Customer assume such rights, licenses or duties, in whole or in part, directly or indirectly, whether by sale of stock or assets, merger, change of control, operation of law, or otherwise, without MapleLabs’ prior written consent. Any assignment or assumption in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this
Agreement shall bind and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is the entire agreement between MapleLabs and Customer with respect to the Software, and supersedes any and all prior agreements, negotiations, or other communications between MapleLabs and Customer, whether oral or written, with respect to the subject matter hereof. In the event that any provision of this Agreement is held to be invalid or unenforceable, then:

1. Such provision shall be deemed to be reformed to the extent strictly necessary to render such provision valid and enforceable, or if not capable of such reformation shall be deemed to be severed from this Agreement; and

2. The validity and enforceability of all of the other provisions hereof, shall in no way be affected or impaired thereby. MapleLabs’ failure to exercise, or delay in exercising, a right, power or remedy provided in this Agreement or by law shall not constitute a waiver of that right, power or remedy. MapleLabs’ waiver of any obligation or breach of this Agreement shall not operate as a waiver of any other obligation or subsequent breach of the Agreement. The English language version of this Agreement shall be the official and controlling version, and any translation provided is solely for convenience