

# Inviso Corporation

## Rapid Digital Infrastructure Assessment Terms of Use Agreement

Inviso Corporation developed the Rapid Digital Infrastructure Assessment (the "**Tool**"), an online service that enables a software license holder (the "LH"), and its designated third party, to upload the LH's software, products and services inventory data, which allows the Tool to generate a report of processed results.

The terms of use of the Tool are set forth in this Rapid Digital Infrastructure Assessment Terms of Use Agreement. These terms constitute the "Agreement" between the individual user and his or her company, organization or entity (collectively, "User"), which may or may not be the LH, and Inviso Corporation for the User's use of the Tool.

By clicking "**I Agree**," the individual who clicks "**I Agree**," represents that he or she is duly authorized to bind his or her company, organization or entity to this Agreement, that he or she read and understands this Agreement, that he or she hereby legally binds the User to this Agreement, and that the LH, if the company, organization or entity for whom the individual clicks "**I Agree**," is not the LH, has authorized the User to use the Tool on its behalf as set forth in this Agreement.

- 1. User obligations.** User may use and evaluate the Tool without charge for a 30 calendar day trial period, which period begins to run on the first day User clicks "**I Agree**" (the "Trial Period"). User shall terminate its use the Tool at the end of the Trial Period, unless authorized in a fully executed writing by Inviso and User. User may not disclose any information generated by the Tool to any third party other than the LH, except as authorized in writing and permitted by the LH; and User may not access the Tool or use any information stored therein or generated therefrom for any purpose other than advancing the LH's understanding of its installation, deployment and use of its software, products and services and its compliance with licensing agreements.
- 2. Access to the Tool.** User represents and agrees that its access and use of the Tool is done voluntarily and within its sole discretion and with the LH's prior authorization. USER ALSO AGREES AND ACKNOWLEDGES THAT INVISO MAKES THE TOOL AND ALL RELATED SYSTEMS AVAILABLE TO USER ON AS-IS AND WITH ALL FAULTS, AND ON AN AS-AVAILABLE BASIS, WITHOUT ANY WARRANTIES, AND THAT INVISO SHALL HAVE NO LIABILITY WHATSOEVER TO USER OR THE LH ARISING OUT OF USER'S USE OF THE TOOL.
- 3. Inviso Confidentiality Obligations.** Unless required by law or requested in writing by the User, Inviso will not disclose non-public confidential information shared or generated under this Agreement, including raw data uploaded to the tool, reports produced by the Tool and all information arising in connection with the use of the Tool relating to the LH's use of software, products and services ("Tool Confidential Information"), with anyone other than a User. Notwithstanding the forgoing, Inviso may develop and disclose software deployment statistics, based upon cumulative, anonymized datasets of the Tool.

**4. Mutual Indemnification.**

(a) User will defend, indemnify, and hold Inviso and its successor and assigns, and their respective directors, officers, employees, agents and contractors, (each an “**Indemnified Inviso Party**”) harmless from and against any losses, liabilities, claims, damages, penalties, costs, fees, or expenses arising from or in connection with any action, proceeding, or claim made or brought against any Indemnified Inviso Party (“**Claims Against Inviso**”), whether or not involving a third-party claim, arising from or relating to any use of the Tool or the information generated thereby. Inviso will promptly notify User of any Claim Against Inviso; permit User (through mutually-agreed counsel) to answer and defend; and provide non-confidential information and assistance, at User’s expense and request, as needed to defend the Claim Against Inviso. Inviso and/or any Indemnified Inviso Party may, at its expense and with separate counsel, monitor or participate in the defense. User may not settle or publicize any Claim Against Inviso without Inviso’s prior written consent.

(b) Inviso will defend, indemnify, and hold User and its directors, officers, employees, agents and contractors, (each an “**Indemnified User Party**”) harmless from and against any losses, liabilities, claims, damages, penalties, costs, fees, or expenses arising from or in connection with any action, proceeding, or claims alleging a direct violation of a third-party’s rights under the United States Copyright Act, a knowing and willful infringement of a third-party’s rights under the United States Patent Act, or a knowing and willful infringement misappropriation of trade secrets under state or federal laws of the United States, arising or related to User’s use of the Tool in the manner authorized and intended (herein “**Claims Against User**”), whether or not involving a third-party claim, arising from or relating to any use of the Tool or the information generated thereby. User will promptly notify Inviso of any Claims Against User; permit Inviso (through mutually-agreed counsel) to answer and defend; and provide nonconfidential information and assistance, at Inviso’s expense and request, as needed to defend the Claim Against User. User and/or any Indemnified User and/or any Indemnified User Party may, at its expense and with separate counsel, monitor or participate in the defense. Inviso may not settle or publicize any Claim Against User without User’s prior written consent. In the event a Claim Against User arises, Inviso, at its own expense and option, and as the sole remedy for User, may: (i) procure for User the right to continue its use of the Tool; (ii) replace the Tool or components of the Tool with a non-infringing Tool or component, or (iii) refund to User a pro-rated portion of the applicable fees, if any, for the use of the Tool.

**5. Governing law and Disputes.** This Agreement is governed by Washington State law (disregarding conflicts of law principles). Any claims, actions or disputes (“**Disputes**”) arising out of User’s use of the Tool or this Agreement shall be filed exclusively in the King County Superior Court, Seattle, Washington. User agrees to the selection and exclusive appointment of the King County Superior Court to resolve any such Disputes. User hereby consents to personal jurisdiction in, and the authority of, the King County Superior Court to resolve any such Disputes, and User waives, and agrees not to invoke any claim forum non-conveniens, inconvenient forum, or transfer or change of venue.

**6. Miscellaneous.** This Agreement, which is effective on the date User clicks “**I Agree**,” and constitutes the entire agreement between User and Inviso and governs User’s use of the Tool, superseding any prior agreements (including, but not limited to, any prior versions of this Agreement) concerning User’s use of the Tool. This Agreement, in its then current form, also supplements and is a part of any subsequent Agreement between LH and Inviso concerning the use of the Tool by LH. If any provision of these Terms of Service is held to be invalid, illegal or unenforceable for any reason, such provision shall be enforced to the maximum extent permitted by law.