



## END USER LICENSE & SERVICES AGREEMENT

1. This Agreement is between the GSA Multiple Award Schedule Contractor acting on behalf of InterSystems entity identified on the attached order form ("ISC") and the eligible Ordering Activity under GSA Schedule contracts identified in identified on the attached order form (hereinafter "you" or "Ordering Activity") that has ordered license(s) to use ISC's proprietary software (the "Licensed Software") and/or services ("Services") from ISC pursuant to the order form on page one.
2. Upon ISC's acceptance of your order (the "Effective Date") and the payment of the appropriate fee (the "License Fee") to ISC, ISC shall grant to you a nontransferable and nonexclusive 30-year license to use the Licensed Software internally solely for your internal business (the "License"). For the avoidance of doubt, the "Licensed Software" shall not include any open source or third party software that may be shipped with, installed with or used in conjunction with ISC's proprietary software. No license shall be granted upon the physical delivery of any software to you. The granting of each License is subject to the approval of ISC, who has the right to disapprove any such request. A Trade In shall be deemed to be the cancellation of your old License and the granting of a new License. Services ordered by you shall be provided in accordance with the terms and conditions contained in ISC's Price List in accordance with the GSA Schedule Pricelist ("Price List") in effect on the date such Services are rendered, provided that ISC has received the appropriate fee therefore ("Service Fee"). If you ordered a License or Services through an Application Partner ("AP"), you may only use the Licensed Software and Services in conjunction with such AP's software.
3. To enter into a License, you must sign and return this agreement and order form to ISC directly or through the AP.
4. ISC hereby warrants to you that (i) the Licensed Software will operate substantially in accordance with ISC's documentation relating thereto for one (1) year following the Effective Date, and (ii) all Services shall be performed in a manner consistent with industry standards. The foregoing warranties are conditioned upon the use of the Licensed Software strictly in accordance with ISC's documentation and instructions and upon the absence of any misuse, damage, alteration or modification thereto. ISC SHALL NOT BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO YOU AS TO THE CONDITION, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED SOFTWARE OR SERVICES. Your exclusive remedy for a breach of the above warranties shall be for ISC to use reasonable efforts to repair, replace or re-perform any non-conforming Licensed Software or Services, as applicable. In the event of a valid claim that any Licensed Software that has not been altered, modified, misused or damaged infringes upon the intellectual property rights of a third party when used in accordance with ISC's documentation and instructions, ISC shall either (a) modify the Licensed Software, (b) procure a license for you to use the Licensed Software or (c) terminate your License, at ISC's option. THE LIMITED WARRANTY HEREIN DOES NOT INCLUDE TECHNICAL ASSISTANCE AND SOFTWARE UPDATE SERVICES AND IS NOT A SUBSTITUTE FOR SUCH SERVICES, WHICH ARE AVAILABLE FOR A SEPARATE FEE.
5. ISC's liability to you shall in no event exceed the License Fees or Services Fees received by ISC in respect of the specific Licensed Software or Services on account of which such liability arose. In no event shall ISC be liable to you for any special, incidental, exemplary, indirect or consequential damages or lost profits. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.
6. ISC's termination rights shall be governed by FAR 52.212-4(d). When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, ISC shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. You shall be liable for all fees relating to Licensed Software or Services provided prior to termination, and Sections 5, 6, 7, 8 and 10 hereof shall survive.
7. The Licensed Software and related documentation are and shall remain the sole property of ISC. You may make copies of the Licensed Software for backup and archival purposes only. You agree not to (i) decompile, disassemble, or reverse engineer the Licensed Software or (ii) disclose to others the Licensed Software or any data or information relating to the Licensed Software. In addition, you agree not to use or disclose any confidential information provided to you by ISC or its affiliates relating to the Licensed Software, Services or this business relationship. You agree to allow ISC or its representatives to audit your use of the Licensed Software upon five (5) days' notice by ISC, including providing access to your premises subject to Government security requirements.
8. This Agreement shall be governed by and construed in accordance with the Federal laws of the United States.
9. You agree to comply with all applicable laws, including, but not limited to, U.S. export control or similar laws with respect to use of the Licensed Software and technical data. The English

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version of this Agreement shall control unless otherwise required by local law.

10. These terms, together with the order form and the version of the Price List (including any applicable terms and conditions) in effect as of the Effective Date (or, in the case of Services, as of the date such Services are provided), underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitute the entire agreement (collectively, the “Agreement”) between you and ISC relating to the subject matter hereof and supersede any prior understandings between us as well as any purchase orders or similar documents that may be submitted to ISC. ISC shall have the right to transfer or assign this Agreement without your consent. This Agreement may only be modified or amended by a writing signed by both parties.