

EULA TEXT

ASSET LSX BRIDGE SOFTWARE (“LSX”) LICENSE AGREEMENT

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- G. "Example(s)" refers any written or oral usage instructions provided for illustration and / or educational purposes only and are not meant to be employed in your business critical operations. For clarity, such instructions are only provided for you to learn more nuanced usage of the Software; and, they are exempt from any and all Maintenance, Support, Update, and Upgrade responsibilities borne by ASSET implied in this Agreement and are not considered part of Software.
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- I. "Host Application Vendor" Business Partner that owns and licenses Host Application. Also see SCHEDULE A.
- J. "Host Application SDK" or "Host SDK" - SDK provided by Host Application
- K. "Integration Add-On" means software code developed or created using the ASSET Tools that is (a) not a Modification and (b) for the sole purpose of integrating separate, stand alone applications or interfaces with the Software through the Software API's. For the purposes of clarification, any and all API's to the Software or contained in the ASSET Tools are part of the Software or ASSET Tools, as the case may be, and are not considered part of an Integration Add-On.
- L. "Library" means the reusable functions developed and distributed by ASSET and/or its licensors and separately licensed in writing to Licensee.
- M. "LSX" LSX SDK Bridge, Software that is object of this License

- N. "LSX-SIM-BASED" - LSX provides an application simulator suitable for constructing simple test scenarios
- O. "Maintenance" means ASSET's obligations to provide software updates and services under a Maintenance Agreement (a rider to this Agreement) separately agreed in writing between Licensee and ASSET.
- P. "Master Agreement" means any multi-party commercial agreement between at least, but not limited to, the Licensee, Reseller, and ASSET; which, pertains to Licensee acquiring rights to use Host Application, Host Application features, and ASSET Software; and which further includes this EULA by reference. This agreement also names specific Host Application, applicable Host Application Features, and specific versions, if applicable and relevant.
- Q. "MINIMAL-TEST-CASE" - A simplified scenario that illustrates specific behavior that may be potentially faulty
- R. "Modification" means a change to the Software that changes the Source code.
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- Y. "Third Party Application(s)" means each and all products or Services developed by third parties that you use in or through the Software and/or authorize to access your Software data.
- Z. "Tools" means the Software development kit and other tools for the Software developed and distributed by ASSET and/or its licensors and separately licensed in writing to Licensee.
- AA. "TRAINING-SET" - Set of special purpose data (input as well as expected output) that is used to generate set of LSXRULE that potentially abstracts behavior inherent in the data set
- BB. "Trial" means any add-on or other software, products, Services, functionality, or features, which may be offered by ASSET or a third-party for your use on a limited or short-term basis.
- CC. "Uninstall" and "Install" as used throughout this Agreement refer to the actual removal of Software from a computer (Uninstall) and the reinstallation (Install) of a new version of the Software, along with the upgrades of all Software related data and configuration files.
- DD. "Updates" means Software bug fixes and error corrections generally provided to users of your specific version of the Software, when-and-if they are made available. For clarity, Updates exclude Enhancements and Upgrades.
- EE. "Upgrades" means each and all major or significant future-released versions of the full or complete Software. For clarity, Upgrades exclude Enhancements and Updates.

FF. "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

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national or international law (v) use the Software for any purpose that ASSET considers is a breach of this Agreement.

- B. LSX works alongside Host Application. As such, the sites and types of usage for LSX is the same that is applicable to Host Application. By the way of example, if Host Application is being used in Development, Test, or Production system environments, you may use LSX for such system activities and such system environments.
- C. Any upgrade of Host Application may necessitate upgrade in Software as well as of the associated output produced from the Software. In order to ensure proper functioning, any such upgrades, must be certified by ASSET as part of an ongoing engagement.
- D. LSX use must be governed by approved USECASES. Usecases implemented must follow the guidelines given in the LSX Book. This is to avoid having you void this License inadvertently get terminated by implementing and risking damages to your system, activities, or resources.
- E. It is highly recommended, although not required that any plan of system promotion, e.g., going from development to testing to verification testing to production, should be reviewed by ASSET, in the use of SDK and LSX. To be sure, this is needed to avoid making commonly known mistakes and review usage of best practices. While this is highly encouraged, this in no way modifies Warranty, liability, indemnity clauses of this Agreement.
- F. Operating Prerequisites - LSX works alongside Host SDK and as such the following conditions must be met before LSX may be either installed or operated:(i) A functioning Host Application Environment, and (ii) Verified Functioning Host Application SDK. Specific and detailed instructions may be found in LSX Book.

II.4.TRANSFER

- A. You may not rent, lease, lend, redistribute or sublicense the ASSET Software.
- B. If an ASSET Software update completely replaces (full install) a previously licensed version of the ASSET Software, you may not use both versions of the ASSET Software at the same time nor may you transfer them separately.
- C. All components of the ASSET Software are provided as part of a bundle and may not be separated from the bundle and distributed

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- D. Any copy of the ASSET Software that may be provided by ASSET for promotional, evaluation, diagnostic or restorative purposes may be used only for such purposes and may not be resold or deployed in production environments.
- E. Under no circumstances may this EULA be assigned or transferred by you without ASSET's prior written consent. Any attempted assignment or transfer shall be null and void and shall result in the immediate and automatic termination of the license granted under this EULA.

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May not be used without active Support and Maintenance Agreement. License automatically terminates if Support and Maintenance Agreement term has expired and not renewed.

III. MAINTENANCE AND SUPPORT

Software is a toolkit that empowers clients by complementing Host Application SDK and as such requires clients to use Software as well as SDK by following common and safe practices to produce SDK Extensions and derive business benefits. This section outlines terms of maintenance and support of Software in pursuit of such activities.

- A. Client will be entitled at no additional cost to future enhancements to Software as those enhancements become generally available in the release(s) so designated by ASSET. Such benefits shall be subject to further terms outlined here: (i) All

terms of usage of SDK outlined in Master Agreement must be met by Client, (ii) Client may enrich the functionality of the Host Application by way of extension only and only when using the features and functionality of LSX in accordance with its relevant Documentation and pursuant to the terms of this Agreement, (iii) Notwithstanding the clauses of this and Master Agreement, the Parties acknowledge that the intellectual property rights in such extensions made by Client and made possible by use of the LSX vest in Client, it being understood that intellectual property rights in the LSX are distinct and therefore the copyright and intellectual property rights in the LSX itself remain with the ASSET. For the avoidance of doubt, the Maintenance Fees paid on behalf of the LSX is for support of the LSX itself and not in support of the extensions derived from the use of the LSX (also see Paragraph III.C and III.D below).

- B. For further clarity, except as otherwise set forth below in Paragraphs 5 and 6 below, Company's responsibilities to provide Maintenance Services, as that term is defined in the Existing OEM License Agreement, remain the same with respect to OEM-LSX and any other component of the OEM software for which Maintenance Fees are charged, it being further understood, however, that OEM has no responsibility to provide Maintenance Services (and accordingly charges no Maintenance Fees) for the extensions that are the output of the LSX.
- C. Since Software is a programming tool and library; you MUST test and verify functioning in your specific setup; provide recreation steps without your proprietary code/environment. When issues occur, it will be necessary to isolate the root cause of the issue and for that purpose, as a matter of logistic steps, a minimal test case must be created by you that points to faulty operation of LSX (or some other component). For reference, similar methodology has been adopted for Host SDK. In case of LSX, a test harness creation methodology is described in the Documentation as well as in paragraph III.D.
- D. The Error correction portion of Maintenance Services for the SDK will be according to the terms of this Paragraph III.D at no additional cost to Client. Client is responsible for testing and demonstrating that the LSX Errors are in fact problems with the LSX and not problems with Client's in-house development that is making use of the LSX. To do so, Client must provide a simulated test, it being understood that a simulated test is software constructed to run inside LSX Application Simulator with minimal test data and functions that illustrate faulty operation attributable to LSX. For additional information on constructing simulated test or test harness, consult LSX Documentation as well as Master Agreement Exhibit X. In the context of suspected Error with the LSX, Client will provide either a Java class implementation, or, actual LSX function, then in use in Client's Environment (with such source code that is sufficient to demonstrate the Error condition so the Error can be recreated by

ASSET) that would simulate calls to Client's external systems with stubs. This class or function implementation will then be used by ASSET to identify the Error with the LSX, which Error ASSET shall thereafter promptly correct and deliver such correction to Client.

- E. ASSET's Maintenance Services for the LSX do not include failures caused by third party products or by Client's external systems which otherwise interoperate with the LSX but for which ASSET is not responsible.
- F. LSX, like, SDK, is a programming tool and library of considerable complexity. When in doubt regarding interpreting of any functional description of facilities provided by LSX, official interpretation provided by ASSET shall prevail and will override any other description(s); even if the alternative interpretation is provided by Documentation by ASSET.
- G. Upon Support Agreement and prior plan and arrangement, additional support provided during times of upgrade/update and other systems activities, including, but, not limited to certain periods of critical SLA times such as month-end, quarter-end, year-end etc. Such period of "availability" must be arranged ahead of time with ASSET Support Team. Support is based on NY region and timezone.
- H. Fixes shall be provided based on severity in a timely manner. In order for us to meet our Support obligations for LSX, it is imperative that proper vetting of all the SDK and LSX work has been performed and proper testing of any and all such extensions is done. Licensee must engage ASSET in all the recommended planning, design, review, implementation checkpoints. To be clear, Licensee must engage ASSET or ASSET authorized personnel in certifying upgrade and update plans of Host Application as well as SDK Extension building plans and approaches where LSX is used.

IV. DISCLAIMER OF WARRANTIES [SURVIVES]

- A. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE ASSET SOFTWARE AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.
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- B. For the purposes of electronic software delivery an online account shall be provisioned on behalf of the Licensee's TECH-CONTACT. A single such account must be active and maintained by the Licensee. It is Licensee's responsibility to keep the information current and notify ASSET immediately if such an account needs to be discontinued and/or provisioning information needs to be modified; or the provisioned account needs to be revoked and provisioned again.
- C. Contact information for ASSET may be found at <http://www.assetinc.com>.

VIII.2. THIRD PARTY ACKNOWLEDGEMENTS

Certain components of the ASSET Software, and third party open source programs included with the ASSET Software, may be made available by their respective providers. See "Licenses" section of ASSET documentation or LSX Installation for further information.

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