

Silverthread Health Diagnostics Licensing

Silverthread provides technical health and cost of ownership analysis of software code. We provide this in the form “CodeMRI Health Diagnostics” which are electronic files with a dynamic user interface intended to allow the recipient to manipulate and review the data provided. We may also provide paper reporting in conjunction with and as a part of these CodeMRI Health Diagnostics.

Because all CodeMRI Health Diagnostics will contain at least minimal copyrighted information from Silverthread, and the electronic portions of the CodeMRI Health Diagnostics contain significant copyrighted and confidential information from Silverthread (including, without limitation, embedded APIs, code, algorithms, benchmark data and dynamic dashboard capabilities), a license from Silverthread is required for any distribution, copying or use of CodeMRI Health Diagnostics. However, Silverthread does not make any claim to the analyzed code base or information integral to the analyzed code base which may be included in the CodeMRI Health Diagnostics.

If you have purchased a license to CodeMRI Health Diagnostics, the details of the license to the CodeMRI Health Diagnostics are set forth in Section I “LICENSE TO SOFTWARE HEALTH DIAGNOSTICS” of the Agreement below.

Silverthread Software Licensing

The CodeMRI Health Diagnostics are generated by Silverthread’s own proprietary software. In some case we license our software to users to generate the CodeMRI Health Diagnostics – either on a limited or recurring basis. In some cases, users provide the relevant code base (or a snapshot of it) to Silverthread, who generates the CodeMRI Health Diagnostics. In the latter case, users receive a license in the CodeMRI Health Diagnostics, but do not receive a license in Silverthread’s software.

If you have purchased a license to generate CodeMRI Health Diagnostics directly – either on a limited or recurring basis - your license to the software is set forth in Section II “LICENSE TO CODEMRI SOFTWARE” of the Agreement below.

Additional Terms

Regardless of whether you have licensed just CodeMRI Health Diagnostics, or have also purchased a license to use Silverthread’s software and/or additional services, this document describes the terms and conditions under which we license and make those diagnostic reports, software, and services available. You should read it carefully as, if you do not agree, you may not make any use of our CodeMRI Health Diagnostics (generated by us or by you), our software or our services. By purchasing a license to the CodeMRI Health Diagnostics, Silverthread software, or by purchasing Silverthread services you are indicating your agreement to be bound by the relevant terms and conditions set forth in this Agreement. You are deemed to have accepted this Agreement upon the earlier of: (a) your submission of a purchase order (which may not contain



any contrary or additional terms and conditions); (b) your accepting this Agreement electronically during registration; or (C) your actual access or use of the CodeMRI Platform or CodeMRI Health Diagnostics.

SILVERTHREAD CODEMRI® LICENSE AND SERVICES AGREEMENT **(THE “AGREEMENT”)**

This Agreement is entered into by and between you, the customer (personally and/or on behalf of your employer, as applicable) ("you", "your" or "Licensee") and Silverthread, Inc. ("Silverthread", "us" or "we"), a Delaware corporation with a place of business at 200 Portland St, Suite 500, Boston MA 02114. This Agreement is made up of the terms below, including the License to Software Health Diagnostics set forth in Section I, the License to CodeMRI Software set forth in Section II and the Additional Terms and Conditions set forth in Section III, all attachments to this Agreement, and any other policies and written materials specifically referred to in this Agreement, all of which are incorporated herein by reference. Each of Silverthread and Licensee may be referred to herein as a “Party” or together as the “Parties.”

Capitalized Terms not otherwise defined in this Agreement have the meanings ascribed to those terms in Section III.12.

I. LICENSE TO SOFTWARE HEALTH DIAGNOSTICS

Silverthread offers the CodeMRI Health Diagnostics for license in several different configurations, under several different fee structures. Not all fee structures and configurations are available to all interested parties. Your fee structure and configuration must be set forth in a Use Certification (as defined in Section III.1.3) issued by Silverthread in conjunction this Agreement in order for these license grants to be valid.

Subject to the terms and conditions of this Agreement, Silverthread hereby grants to you a limited, non-exclusive, non-transferable license to use CodeMRI Health Diagnostics derived from the analysis of a Licensed Code Base solely for your internal business purposes in the development or analysis of the Licensed Code Base. You may retain and continue to use the Diagnostics after the termination or expiration of this Agreement provided that you have paid all applicable Fees and continue to comply with all applicable restrictions. You may copy and distribute Diagnostic reports for review and use by your employees, Authorized Contractors, and Permitted End Users provided that you may not, and will not permit any third party to access or use (i) the CodeMRI Health Diagnostics to design or develop reports or services similar in function to or competitive with the Silverthread CodeMRI Platform or Diagnostics; (ii) the CodeMRI Health Diagnostics to analyze or develop methodologies to analyze code bases other than the Licensed Code Base and (iii) the CodeMRI Analysis Tools or any portion thereof in order to reverse engineer the Silverthread CodeMRI Platform or CodeMRI Analysis Tools.

You may create derivative works of the Reports by modifying the Reports or including portions of the Reports in other works provided that all such portions shall remain the intellectual property and confidential information of Silverthread subject to this Agreement.

II. LICENSE TO CODEMRI SOFTWARE

Silverthread offers the CodeMRI Platform for license as a service hosted by Silverthread, as a service hosted by a cloud provider you designate that is reasonably acceptable to Silverthread, and as local install. In addition, Silverthread offers a limited use version of the CodeMRI Platform (the “Health Diagnostic Generator”) for users that need to generate a limited number of CodeMRI Health Diagnostics at the user’s location, but who do not wish to have use of the software after the CodeMRI Health Diagnostics are generated. Not all configurations are available to all interested parties. Your specific licensed use must be set forth in a Use Certification issued by Silverthread in conjunction this Agreement in order for these license grants to be valid.

License to CodeMRI Platform – Hosted by Silverthread

If you have been issued a Use Certification for a license to the CodeMRI Platform as hosted by Silverthread (“Hosted Software”), subject to the terms and conditions of this Agreement, Silverthread hereby grants to you a limited, non-exclusive, non-transferable license during the License Term to access the CodeMRI Platform, hosted only on Silverthread’s servers solely for your internal business purposes to analyze only the Licensed Code Base(s) specified in the Use Certification for which Silverthread has been paid the applicable License Fee and to generate CodeMRI Health Diagnostics specified in the Use Certification in relation to said Licensed Code Base(s). This license is only to the executable object code of the CodeMRI Platform and does not extend to any source code.

License to CodeMRI Platform – Hosted by You

If you have been issued a Use Certification for a license to the CodeMRI Platform as hosted by a cloud provider acceptable to Silverthread (“Third Party Hosted Software”), subject to the terms and conditions of this Agreement, Silverthread hereby grants to you a limited, non-exclusive, non-transferable license during the License Term to access the CodeMRI Platform, hosted only on the servers of a cloud provider you have identified to Silverthread and who is reasonably acceptable to Silverthread, solely for your internal business purposes to analyze only the Licensed Code Base(s) specified in the Use Certification for which Silverthread has been paid the applicable License Fee and to generate CodeMRI Health Diagnostics specified in the Use Certification in relation to said Licensed Code Base(s). This license is only to the executable object code of the CodeMRI Platform and does not extend to any source code.

You may transfer the CodeMRI Platform software to another cloud provider you have identified to Silverthread and who is reasonably acceptable to Silverthread upon one hundred and twenty (120) days prior written notice to Silverthread; and you may operate the CodeMRI Platform on the servers of both cloud providers for a period of no more than thirty (30) days solely for the purposes of transitioning services. Otherwise, the CodeMRI Platform may not operate on the servers of more than one cloud provider at a time. You agree to be liable for any and all actions or omissions of your cloud provider(s) in relation to the CodeMRI Platform and to defend, indemnify and hold harmless Silverthread from any claims, damages, expenses, and other liabilities arising therefrom.



During the License Term, your cloud provider may make and maintain a reasonable number of back-up copies of the CodeMRI Platform software solely for the purposes of disaster recovery on your behalf, provided that you and your cloud provider do not make any production use of such copies. Silverthread reserves the right to update or change the CodeMRI Platform from time to time and you agree to cooperate and to cause your cloud provider(s) to cooperate in performing such steps as may be necessary to install any updates or upgrades to the CodeMRI Platform.

License to CodeMRI Platform – Local Installation

If you have been issued a Use Certification to install a version of the CodeMRI Platform on computer hardware controlled by or leased to you, subject to the terms and conditions of this Agreement, Silverthread hereby grants to you a limited, non-exclusive, non-transferable license during the License Term (i) to copy and install the CodeMRI Platform on a computer system or systems controlled by or leased to you, and (ii) to use such CodeMRI Platform solely for your internal business purposes to analyze only the Licensed Code Base(s) specified in the Use Certification for which Silverthread has been paid the applicable License Fee and to generate CodeMRI Health Diagnostics specified in the Use Certification in relation to said Licensed Code Base(s). This license is only to the executable object code of the CodeMRI Platform and does not extend to any source code.

During the License Term, you may make and maintain a reasonable number of back-up copies of the CodeMRI Platform software solely for the purposes of disaster recovery, provided that you do not make any production use of such copies. Silverthread reserves the right to update or change the CodeMRI Platform from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the CodeMRI Platform.

License to CodeMRI Platform Health Diagnostics Generator

If you have been issued a Use Certification to generate a set or sets of CodeMRI Health Diagnostics at your location, but have not purchased a license to use the CodeMRI Platform on an ongoing basis, Silverthread will provide you with the limited version of the CodeMRI Platform which is the Health Diagnostics Generator. In that case, subject to the terms and conditions of this Agreement, Silverthread hereby grants to you a limited, non-exclusive, non-transferable license ONE TIME (i) to copy and install the Health Diagnostics Generator on a computer system or systems controlled by or leased to you, and (ii) to use such Health Diagnostics Generator for only such time as is reasonably necessary to produce the limited number of CodeMRI Health Diagnostics set forth in the Use Certification. If you have been licensed to use the Health Diagnostics Generator, in addition to the other terms of this Agreement you agree (i) not to attempt to circumvent the restrictions which will be in place on the Health Diagnostics Generator in order to access other functionality of the CodeMRI Platform; and (ii) not to attempt to use or to use the Health Diagnostics Generator to generate any Diagnostics/Report(s) other than those expressly set forth in the Use Certification. Following your use of the Health Diagnostics Generator to generate the CodeMRI Health Diagnostics set forth in the Use Certification, you agree to promptly de-install and destroy your copy of the Health Diagnostics Generator.

III. ADDITIONAL TERMS AND CONDITIONS

1. AUTHORIZED USER AND USE CERTIFICATION

1.1 Authorized User. You represent that: (i) you are 18 years of age or older and you have the legal capacity and authority to bind yourself and your employer, as applicable, to this Agreement; (ii) you consent on behalf of yourself and/or as an authorized representative of your employer, as applicable, to be bound by this Agreement; and (iii) the information you supply to us is correct and complete. You understand that Silverthread and its partners rely on the information you supply and that providing false or incorrect information may result in the suspension or termination of your customer account. You agree to promptly notify Silverthread whenever your personal or billing information changes (including for example, your name, address, telephone number, and credit card number and expiration date).

1.2 User Account. You agree that you are responsible for all use on your account, including any secondary accounts or sub-accounts registered to your primary account. You understand this means that you accept full liability and responsibility for the actions of anyone who uses the CodeMRI Platform or CodeMRI Health Diagnostics via your account, or any secondary accounts, with or without your permission.

1.3 Use Certification. For each order, Silverthread will provide Licensee with a use certificate ("Use Certification" or "Use Certificate") that specifies the CodeMRI Platform and CodeMRI Health Diagnostics licensed, applicable term of the license ("License Term"), Licensed Code Base, other applicable licensing limitations and Professional Services that Licensee has purchased from Silverthread and applicable financial terms. Each Use Certificate is hereby incorporated into and made a part of this Agreement. Any additional terms and conditions, changes by you to this Agreement, or other different terms and conditions to those set forth herein (collectively "Additional Terms") which are placed in the any other purchase orders, acknowledgements or other documents, written or electronic by you are hereby expressly rejected and will be of no force and effect, excepting those Additional Terms which expressly reference this Section III.1.3 and are expressly accepted in writing by Silverthread. This Agreement and the applicable Use Certification(s) constitutes the entire agreement between you and Silverthread with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral.

2. LICENSE LIMITATIONS

2.1 Exclusions. Except as expressly permitted herein, Licensee shall not: (a) assign, sublicense, distribute, or otherwise transfer any CodeMRI Platform or Diagnostics to any third party; (b) reproduce (except as reasonably necessary to use the CodeMRI Platform or Diagnostics, respectively, as permitted herein), create derivative works of, modify, alter, debug, adapt, translate, reverse engineer, decompile or disassemble any CodeMRI Platform or Diagnostics; (c) lease, rent, loan, or otherwise permit access to or use of any CodeMRI Platform or Diagnostics by or for any third party (including making the CodeMRI Platform available on a so-called "service bureau" basis); (d) use any CodeMRI Platform or Diagnostics to develop or market any software,



service, report or product that is functionally similar to or derivative of any CodeMRI Platform or Diagnostics; (e) remove any copyright, trademark or proprietary notices on or in any CodeMRI Platform or Diagnostics; (f) use any CodeMRI Platform or Diagnostics in any manner not in conformance with any user documentation or instructions provided by Silverthread therefor from time to time; or (g) use any CodeMRI Platform or Diagnostics in an illegal or fraudulent manner. All acts and omissions of Licensee's employees, Authorized Contractors and other personnel will be deemed to be acts and omissions of Licensee, and Licensee will be responsible therefor. You acknowledge that this license is not a sale of intellectual property and that Silverthread or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the CodeMRI Platform, CodeMRI Diagnostics and related documentation, as well as any corrections, updates and upgrades thereto.

2.2 Reservation of Rights. Except for the licenses and rights expressly granted herein, Silverthread retains all right, title, and interest in and to the CodeMRI Platform and Diagnostics, and Licensee will have no other right, title or interest therein or thereto, or in or to any other software or intellectual property rights of Silverthread, whether express or implied. The CodeMRI Platform and the components of the CodeMRI Health Diagnostics which are not your data or derivative of your data are, and will continue to be, in their entirety, the sole property of Silverthread or its licensors, as applicable.

2.3 Feedback. If Licensee provides any evaluation, suggestion or other feedback relating to the CodeMRI Platform (including Diagnostics) to Silverthread ("Feedback"), Licensee agrees that Feedback shall remain the sole property of Silverthread. Silverthread shall be entitled to use and disclose Feedback in any manner in its sole discretion, and shall be under no obligation to pay any fee or royalty to the Licensee related to the Feedback.

2.4 Third Party Software. As part of your use of the CodeMRI Platform and Diagnostics, Silverthread or its partners may install or suggest that you acquire, install and use certain third party software ("Third Party Software"). Third Party Software is licensed to you by the respective owners or licensees of the Third Party Software. You must agree to the terms and conditions set forth by such owners or licensees before installing Third Party Software, whether Silverthread or its partners assists you in the acquisition, installation, and/or use of Third Party Software. Silverthread and its partners have no rights to the Third Party Software and do not license Third Party Software to you or make any representation or warranty regarding the Third Party Software.

2.5 License in Licensee Data. Subject to the terms and conditions of this Agreement and solely for the purposes of this Agreement, Licensee hereby grants Silverthread and its Authorized Contractors a non-exclusive worldwide license to use, reproduce, distribute, display, and transmit the Licensee name and logo and Licensee Data, solely as necessary for the creation of the CodeMRI Health Diagnostics and in conjunction with the Licensee's other use of the CodeMRI Platform and related services. Customer warrants and represents that it has the right to grant the license described in this Section.

2.6 Ownership of Intellectual Property. The CodeMRI Platform and CodeMRI Health Diagnostics (including, without limitation the selection and arrangement of data and other copyrightable and trade secret elements in the CodeMRI Health Diagnostics paper reports) are referred to as the "CodeMRI Intellectual Property." Silverthread owns and will own all intellectual property rights in



the CodeMRI Intellectual Property and any and all enhancements, updates, improvements or derivative works thereof.

However, the Parties understand and agree that the CodeMRI Platform will be used to evaluate the Licensee Data and that portions of the Licensee Data will be contained in the CodeMRI Health Diagnostics. Silverthread does not obtain any ownership of or (except as set forth in Section III.2.5) license to the Licensee Data, whether on a stand alone basis or as embodied in a CodeMRI Report. For clarity, all copyright rights in any modifications and enhancements which the Licensee may make to its Licensed Code Base based on the information provided by the CodeMRI Health Diagnostics regarding the Licensed Code Base are, and will be, owned by the Licensee.

3. SERVICES

3.1 Support Services. The support and maintenance services provided by Silverthread differ depending upon the license acquired in the CodeMRI Platform and CodeMRI Health Diagnostics. Your support and/or maintenance program (the "Support Services") are specified in the applicable Use Certification. If the Use Certification is silent as to support and/or maintenance, then the CodeMRI Software and CodeMRI Health Diagnostics are provided on an AS IS basis without additional support or maintenance.

Silverthread determines how and when to develop and release any upgrade to the CodeMRI Platform. Silverthread reserves the right to exclude new functionality from upgrades, and to make new functionality commercially available for a separate fee. Licensee shall be solely responsible for downloading, installing and implementation of any upgrades.

3.2 Professional Services. Silverthread provides optional consulting services. These services may be defined by the Parties in a written statement of work, and may include training, interpreting data contained in the CodeMRI Health Diagnostics, generating custom reports beyond those already provided by the CodeMRI Platform, or assisting in modification of the Licensed Code Base based upon the findings in the Reports. Silverthread shall perform those additional services described in an accepted statement of work with Licensee ("Professional Services"). Licensee acknowledges and agrees that Silverthread's ability to perform the Professional Services and its other obligations hereunder depends upon Licensee's fulfillment of its obligations in the statement of work, which shall include reasonably cooperating with Silverthread and providing Silverthread with access to all relevant Licensee Data in a reasonable and timely manner. Silverthread will not be responsible for any deficiency or delay in performing its obligations to the extent such deficiency or delay is caused by Licensee's failure to fulfill its obligations in a timely manner.

4. FEES

4.1 License Fee. In consideration for the license granted to Licensee hereunder, Licensee will pay Silverthread a license fee in the amount set forth in the applicable Use Certification(s) (the "License Fee") within three (3) business days after the Effective Date. For any License Fee which is due on a periodic or renewal basis. Licensee will pay Silverthread the applicable renewal fee at



least ten (10) days before the start of each extension of the term of this Agreement or other triggering event.

4.2 Support Fee. In consideration for the support and maintenance services to be supplied by Silverthread hereunder, Licensee will pay Silverthread a support fee in the amount set forth in the applicable Use Certification (the “Support Fee”) within three (3) business days after the Effective Date. For any Support Fee which is due on a periodic or renewal basis. Licensee will pay Silverthread the applicable renewal fee at least ten (10) days before the start of each extension of applicable support term.

4.3 General Payment Terms. The License Fee and Support Fee hereunder (collectively, the “Fees”) shall be paid in US dollars, by check or wire transfer as specified by Silverthread from time-to-time, and without deduction of any charges, taxes or other amounts. All amounts due hereunder are exclusive of all sales, use, excise, service, value added, or other taxes, duties and charges of any kind (whether federal, state, local or other) associated with the CodeMRI Platform, CodeMRI Health Diagnostics, Support Services or this Agreement. Licensee shall be solely responsible for all such taxes, duties and charges (except for taxes imposed on Silverthread’s income), which may be invoiced by Silverthread from time-to-time. Licensee shall pay interest on all late payments at the lesser of (a) 1.5% per month or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Licensee shall reimburse Silverthread for all costs and expenses, including attorneys’ fees, incurred in collecting any unpaid amounts owed by Licensee hereunder. At no time may Licensee withhold payment of any amounts that are not subject to a good faith dispute.

5. TERM AND TERMINATION

5.1 Term and Termination. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section, end on the date specified in the Use Certification or, if no such date is specified, one (1) year from the Effective Date. This Agreement will terminate automatically upon Licensee’s failure to comply with Sections I, II, or III.2 (License Grant and Restrictions) or III.9 (Confidentiality). Without limiting the prior sentence, Silverthread may terminate this Agreement by written notice to Licensee if Licensee breaches this Agreement and does not remedy such breach within thirty (30) days after written notice thereof.

5.2 Effect of Termination. Upon termination of this Agreement for any reason, the licenses granted to Licensee herein will terminate; Licensee will immediately cease all access or use of the CodeMRI Platform; and Licensee will promptly return to Silverthread, or upon Silverthread’s written request destroy, all CodeMRI Platform materials, including any copies thereof, except only for CodeMRI Health Diagnostics which have been produced in accordance with the licenses granted herein and fully paid. All obligations accrued prior to termination, and the following Sections, will survive termination of this Agreement: Section I (only in regard to any Diagnostics rightfully produced prior to the date of termination) and Section III, subsections 1, 2, 3, 5, 6.4, 7, 8, 9, 10, 11 and 12. Any termination of this Agreement is in addition to and not in lieu of any additional criminal, civil, or other remedies available to Silverthread.

6. LIMITED WARRANTY AND DISCLAIMER

6.1 Hosted Software Warranty. Silverthread will use reasonable efforts to make the Hosted Software available in accordance with Silverthread's then current Service Level Availability criteria. The Hosted Software may not be available at all times. The Hosted Software requires Internet access; it is your responsibility to ensure that you have adequate connectivity to the Internet. Line rate, access and availability of the Hosted Software are not guaranteed. Silverthread, its partners or their suppliers may, at any time, without notice or liability, restrict the use of the Hosted Software or limit its time of availability in order to perform maintenance activities and to maintain session control. This Section only applies to your use of the Hosted Software services provided by Silverthread, if applicable.

6.2 CodeMRI Platform Warranty. Silverthread warrants that the CodeMRI Platform will substantially conform to the user documentation with respect to the particular CodeMRI Platform instantiation licensed under this Agreement for a period of ninety (90) days after the date of shipment ("Warranty Period"). If during the Warranty Period the CodeMRI Platform does not substantially conform to the description contained in the user documentation, Licensee's sole remedy will be that Silverthread shall, at its option, correct any material non-conformance of the CodeMRI Platform to its user documentation (each a "Defect") or upon notice from Silverthread that a correction of the Defects is not practicable, Silverthread may terminate Licensee's use of the CodeMRI Platform and Customer shall have a right to receive a refund from Silverthread of the License Fees paid for the use of the CodeMRI Platform prorated for the remainder of the License Term of the affected CodeMRI Platform after the date of termination, if any, provided that: (a) the CodeMRI Platform has been properly installed and used at all times and in accordance with the instructions in the user documentation; (b) no modification, alteration or addition has been made to the CodeMRI Platform by persons other than Silverthread or Silverthread's Authorized Contractor; and (c) Silverthread receives written notice of the non-conformity within ninety (90) days following shipment. This Section sets forth Licensee's exclusive rights and remedies (and Silverthread's sole liability) in connection with any Defect or other failure of the CodeMRI Platform to perform in accordance with the Specifications or any other manner.

6.3 Limited Professional Services Warranty. Silverthread warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in the applicable Statement of Work. Customer's exclusive remedy for breach of this warranty is to notify Silverthread in writing of the breach within forty-five (45) days after performance of the non-conforming Professional Services. Upon receipt of such notice, Silverthread, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services, whereupon the Silverthread shall refund Customer any prepaid amounts for unperformed Professional Services. This Section sets forth Customer's exclusive rights and remedies (and Silverthread's sole liability) in connection with the performance of Professional Services.

6.4 DISCLAIMER OF WARRANTIES. Silverthread uses reasonable efforts to cause the CodeMRI Platform and Diagnostics to be accurate and to update and improve the CodeMRI Health Diagnostics and their related benchmarks over time. However, Silverthread does not and cannot guarantee that Diagnostics will not contain certain inaccuracies, including false negative or false positive results. Silverthread will not be liable for decisions or actions which Licensee may take

based upon Diagnostics, and Silverthread will not be liable for any reliance or other claim based upon your use of the Diagnostics. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION III.6 THE CODEMRI PLATFORM, DIAGNOSTICS AND PROFESSIONAL SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS-IS” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SILVERTHREAD DISCLAIMS ALL WARRANTIES OF ANY KIND INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SILVERTHREAD SPECIFICALLY DOES NOT WARRANT THAT THE CODEMRI PLATFORM, DIAGNOSTICS, OR PROFESSIONAL SERVICES WILL MEET THE REQUIREMENTS OF LICENSEE OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

7. INDEMNIFICATION

7.1 Silverthread Obligation. Silverthread shall: (i) defend Licensee, its officers, directors and employees against any third party suit, claim, action or demand (“Claim”) alleging that Licensee’s use of the CodeMRI Platform and Diagnostics in accordance with this Agreement infringes any valid patent, copyright, or trademark of a third party that is issued or registered in the United States; and (ii) pay any court- ordered award of damages or settlement amount, and reasonable attorney fees, to the extent caused by such Claim. If any portion of the CodeMRI Platform and Diagnostics becomes the subject of a Claim, Silverthread may: (a) contest the Claim; (b) obtain permission from the claimant for Licensee’s continued use of the CodeMRI Platform and Diagnostics; (c) replace or modify the CodeMRI Platform and Diagnostics to avoid infringement, if such replacement or modification has substantially the same capabilities as the CodeMRI Platform and Diagnostics; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in Silverthread’s judgment, then (d) terminate Licensee’s use of the affected CodeMRI Platform and Diagnostics upon written notice, whereupon Silverthread shall pay to Licensee a refund of any prepaid license fees covering the remaining portion of the applicable License Term for the affected CodeMRI Platform and Diagnostics after the date of termination. Notwithstanding the above, Silverthread shall have no liability for any Claim arising in whole or in part from: (i) any use of the CodeMRI Platform and Diagnostics which exceeds the authorized use in the Use Certification; (ii) the Licensee Data; (iii) use of the CodeMRI Platform and Diagnostics by Licensee in violation of applicable law; (iv) use of the affected CodeMRI Platform and Diagnostics after termination in accordance with clause (d) of this Section III.7.1; (v) modifications to the CodeMRI Platform and Diagnostics by any person other than Silverthread or a Silverthread Authorized Contractor; or (vi) use of the CodeMRI Platform and Diagnostics in combination with any hardware, CodeMRI Platform and Diagnostics, application or service made or provided other than by Silverthread (including any third party cloud services provider).

7.2 Indemnity Process. All of the foregoing indemnity obligations of Silverthread are conditioned on Licensee notifying Silverthread promptly in writing of any actual or threatened Claim, Licensee giving Silverthread sole control of the defense thereof and any related settlement negotiations, and Licensee cooperating and, at Silverthread’s request and expense, assisting in such defense. SECTION III.7 STATES SILVERTHREAD’S ENTIRE LIABILITY AND LICENSEE’S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

8. LIMITATIONS OF LIABILITY AND DAMAGES

8.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SILVERTHREAD NOR ITS LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, RELIANCE, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, ARISING FROM OR RELATING TO THE CODEMRI PLATFORM SOFTWARE, THE DIAGNOSTICS, THE PROFESSIONAL SERVICES OR THIS AGREEMENT UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORT, CONTRACT, OR ANY OTHER THEORY), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. ANY ACTION TAKEN BY LICENSEE BASED ON THE DIAGNOSTICS IS THE LICENSEE'S OWN, AND SILVERTHREAD MAKES NO GUARANTEE OF VIABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE OF ANY DIAGNOSTICS. IN NO EVENT SHALL SILVERTHREAD'S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CODEMRI PLATFORM SOFTWARE, THE DIAGNOSTICS, THE PROFESSIONAL SERVICES OR THIS AGREEMENT EXCEED THE TOTAL FEES PAID HEREUNDER BY LICENSEE TO SILVERTHREAD IN THE PRIOR YEAR. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SILVERTHREAD; OR (2) SILVERTHREAD'S INDEMNIFICATION OBLIGATIONS UNDER SECTION III.6.

9. CONFIDENTIALITY

9.1 Definition. "Confidential Information" means information that is disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") hereunder during the term of this Agreement that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, except that "Confidential Information" shall not include any information that (a) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Receiving Party; (b) is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure. In addition and notwithstanding the above, (i) the terms and conditions of this Agreement shall be deemed to be Confidential Information of both Parties (provided, however, that either Party can disclose any terms of this Agreement to the extent necessary to enforce rights in, or in connection with any dispute or proceeding under or related to, this Agreement); (ii) any software delivered hereunder by Silverthread including without limitation the CodeMRI Platform, and all Diagnostics (excepting only the Licensee Data contained therein), shall be deemed Confidential Information of Silverthread, regardless of whether or not it is labeled or identified, or would reasonably be considered confidential; and (iii) Feedback shall be deemed to be Confidential Information of Silverthread and not be Confidential Information of Licensee. The Confidential Information of Silverthread is exempt from disclosure under the Freedom of Information Act, 5 U.S.C. §552 ("FOIA") and is trade secret information as that term is used in the Trade Secrets Act, 18 U.S.C. §1905 and the Economic Espionage Act, 18



U.S.C. §§1831 and 1832; provided that such is properly marked in accordance to the FOIA and the Trade Secrets Act and Economic Espionage Act.

9.2 Confidentiality Obligations. Each Party agrees that it will (a) not disclose the other Party's Confidential Information to any third party (other than as permitted in the last sentence of this paragraph); (b) use the other Party's Confidential Information only to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement; (c) disclose the other Party's Confidential Information only to those of its employees and contractors who reasonably need to know such information for purposes of this Agreement and who are bound by written confidentiality obligations offering substantially similar or better protection than those in this Section III.9 (such contractors are "Authorized Contractors"); and (d) protect the other Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential information of a similar nature, and in no event with less than reasonable care. Notwithstanding the above, this paragraph shall not prohibit: (i) a Party from disclosing Confidential Information of the other Party to the extent required by applicable law, rule or regulation (including a court order or other government order) or the rules and regulations of the SEC or any national securities exchange; provided that such Party provides the other Party prior written notice of such disclosure, to the extent practicable, and reasonably cooperates with efforts of the other Party to seek confidential treatment thereof, to the extent such cooperation is requested by the other Party; (ii) Silverthread from any use or disclosure of Gathered Information to the extent permitted by Section III.9.4 below; or (iii) a Party from disclosing the terms and conditions of this Agreement to its attorneys and financial advisors, or current or potential lenders, other sources of financing, investors or acquirors; provided that such third parties are only permitted to use such information for the purpose of advising, lending or providing financing to, or investing in or acquiring, such Party, as applicable.

9.3 Return of Confidential Information. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party, or destroy or erase, all of the Disclosing Party's Confidential Information in tangible form, upon the termination of this Agreement; provided that (a) Receiving Party may retain a copy of Disclosing Party's Confidential Information solely for the purposes of tracking Receiving Party's rights and obligations hereunder with respect thereto, and (b) Receiving Party may retain Disclosing Party's Confidential Information solely to the extent reasonably necessary for Receiving Party to exercise rights or perform obligations hereunder that survive such termination.

9.4 Necessarily Gathered Information. Licensee acknowledges and agrees that, during the term of this Agreement, the CodeMRI Platform may gather and transmit or otherwise communicate to Silverthread certain information from Licensee's systems which is reasonably necessary for the CodeMRI Platform to provide the CodeMRI Health Diagnostics (collectively, "Necessarily Gathered Information"). Necessarily Gathered Information shall be Confidential Information of Licensee hereunder and Silverthread shall not disclose such Necessarily Gathered Information except as otherwise permitted in this Section. Licensee acknowledges that Silverthread will use the Necessarily Gathered Information to provide the CodeMRI Platform and CodeMRI Health Diagnostics, and that the CodeMRI Platform provides its function in part based upon retained de-identified and aggregated information derived from Necessarily Gathered Information gathered from multiple licensees and public benchmarks. As such, the CodeMRI Platform may retain and use non-identifiable aggregated derivative information derived from the Necessarily Gathered Information. For example, the CodeMRI Platform may calculate and retain statistics regarding

complexity metrics and size of files across many code bases, or calibrate model benchmarks based on the performance over an aggregated number of code bases; however, the CodeMRI Platform will not retain any Necessarily Gathered Information which is specific to or can be traced to your Licensed Code Base.

9.5 Publicity. Neither party will use the name of the other in any material intended for marketing or publicity disclosure without the other party's prior express written consent. Notwithstanding the foregoing, without disclosing any Licensee Confidential Information, Silverthread may disclose the fact that Licensee is a customer of Silverthread (and include Licensee's logo in association therewith), including on Silverthread's website and in written or verbal communications with third parties.

10. LICENSEE RESPONSIBILITIES

10.1 Licensee Responsibilities. Without limitation, Licensee is responsible for: (a) Licensee's implementation of the CodeMRI Platform and Diagnostics; (b) protecting Licensee designated user names and passwords and preventing and notifying Silverthread of unauthorized use; (c) the lawfulness of, and interpretation of results obtained from, all Licensee Data submitted to the CodeMRI Platform and Diagnostics; (d) using the CodeMRI Platform and Diagnostics only in accordance with this Agreement and the Use Certificate; and (e) using the CodeMRI Platform and Diagnostics only in accordance with the applicable user documentation. If Licensee exceeds its permitted use of the CodeMRI Platform and Diagnostics, it will regain compliance within 30-days by: (i) disabling un-permitted use; or (ii) purchasing additional CodeMRI Platform and Diagnostics licenses.

10.2 Audit. Licensee will maintain accurate records as to its use of the CodeMRI Platform and Diagnostics as authorized by this Agreement, for at least five (5) years from the last day on which the License Term expired for the applicable CodeMRI Platform and Diagnostics. Silverthread, or persons designated by Silverthread, will, at any time upon reasonable notice during the period when Licensee is obliged to maintain such records, be entitled to inspect such records and Licensee's computing devices, in order to verify that the CodeMRI Platform and Diagnostics is used by Licensee in accordance with the terms of this Agreement and the Use Certificate and that Licensee has paid the applicable license fees for the CodeMRI Platform and Diagnostics; provided that Silverthread may conduct no more than one (1) audit in any six (6) month period. Licensee shall promptly pay to Silverthread any underpayments revealed by any such audit. Any such audit will be performed at Silverthread's expense during normal business hours, provided that Licensee shall promptly reimburse Silverthread for the cost of such audit and any applicable fees if such audit reveals an underpayment by Licensee of more than five percent (5%) of the amounts payable by Licensee to Silverthread for the period audited.

11. GENERAL

11.1 Injunctive Relief. Licensee acknowledges that a breach of the provisions in this Agreement would cause substantial harm to Silverthread that could not be remedied by payment of damages alone. Accordingly, Silverthread will be entitled to seek preliminary and permanent injunctive

relief, and other equitable relief, for any such breach, without any requirement to prove damages or post bond.

11.2 Compliance with Laws. Licensee agrees to comply with all laws, rules and regulations applicable to its use of the CodeMRI Platform and Diagnostics, including those concerning export control. Licensee agrees that it will not directly or indirectly resell, export, re-export, ship or divert any CodeMRI Platform or Diagnostics.

11.3 United States Government Restricted Rights. The CodeMRI Platform and Diagnostics are provided to United States Government agencies with “Restricted Rights”, and supporting documentation and data to such CodeMRI Platform and Diagnostics are provided with “Limited Rights”, both as defined in FAR 52.227-14. Use, duplication or disclosure of the CodeMRI Platform is subject to restrictions set forth in the Commercial Computer Software -- Restricted Rights clause of FAR 52.227-19. For U.S. Department of Defense agencies, the CodeMRI Platform and Diagnostics are subject to restrictions for commercial computer software, commercial computer software documentation, and technical data pursuant to DFARS 252.227-7015 and DFARS 227.7202.

11.4 Other. This Agreement and all disputes hereunder will be governed by the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws provisions that would apply a different law. The United Nations Convention for the International Sale of Goods is hereby disclaimed. Each Party agrees that any action relating to this Agreement may be brought in the state and federal courts situated in the Commonwealth of Massachusetts, County of Suffolk, and each party expressly consents to the jurisdiction of such courts. Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific cases, the use of “include,” “includes” or “including” herein will not be limiting and “or” will not be exclusive. This Agreement sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written agreements, discussions and understandings, expressed or implied, between the Parties concerning such subject matter. This Agreement may only be amended by an express written instrument signed by both Parties. Licensee may not assign or otherwise transfer this Agreement or any of its rights hereunder, or delegate any of its obligations hereunder, without the prior written consent of Silverthread in its sole discretion. Any purported assignment or delegation without such consent will be null and void. Silverthread may freely assign, transfer or delegate this Agreement, in whole or in part. This Agreement will be binding upon and inure to the benefit of the Parties’ successors and permitted assigns. No waiver of any breach of any provision herein will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver will be binding unless made in an express writing signed by the waiving Party. In the event that any provision of this Agreement is held to be void or unenforceable, the remainder of this Agreement shall continue in force, and the severed provision shall be replaced by an enforceable provision reflecting the intention of the Parties. This Agreement may be executed in counterparts (which may be delivered in .pdf or other facsimile format acceptable to both Parties), each of which shall be an original and both of which together shall constitute one agreement. No cause of action arising hereunder or relating hereto may be brought more than one (1) year after it first accrues. The prevailing party in an action to enforce this Agreement shall be entitled to costs of bringing the claim and reasonable attorneys’ and experts’ fees and expenses.

12. DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings when Capitalized:

“Authorized Contractor” means a contractor or agent of a Party who has a written agreement with such Party requiring that contractor or agent to protect any Confidential Information or intellectual property which is provided by the other Party hereunder in a manner that is as or more protective of such Confidential Information and intellectual property as the terms of this Agreement.

“CodeMRI Health Diagnostics” or “Diagnostics” means all diagnostic reports or other output of the CodeMRI Platform obtained by Licensee in the course of Licensee’s use of the CodeMRI Platform in accordance with the terms and conditions of, and during the term of, this Agreement. Diagnostics may include reports on Licensee’s software, data, other information, systems, process or practices. Diagnostics include, without limitation, the “CodeMRI Analysis Tools” which are a subset of the CodeMRI Health Diagnostics that contain dynamic dashboard capabilities. These CodeMRI Analysis Tools may be implemented in Microsoft Excel, a software application, a web application, or similar. CodeMRI Analysis Tools may incorporate information about Licensee’s code base, benchmarks derived from other code bases, performance metrics, and Silverthread code and algorithms.

“CodeMRI Platform” means Silverthread’s set of software applications and tools identified by Silverthread as the CodeMRI Platform; user documentation relating to such software provided by Silverthread to Licensee under this Agreement; and any updates, upgrades, revisions and other changes to any of the above that are provided by Silverthread to Licensee via the Support Services under this Agreement. For the purposes of this definition, the CodeMRI Platform includes, without limitation, the “CodeMRI Health Diagnostics Generator” which is a limited use version of the CodeMRI Platform intended to be used by Licensees who have purchased individual CodeMRI Health Diagnostics but have not purchased a license to the CodeMRI Platform that generates them. The CodeMRI Health Diagnostics Generator is licensed for use for a limited period and only to produce the limited number and type of CodeMRI Health Diagnostics set forth in the Use Certification.

“Developer” means a person that has authored copyrightable material used in the compilation, testing, installation or maintenance of a Code Base, including without limitation, product coders, test coders, programmers, software analysts, and software engineers.

“Licensed Code Base” means a collection of software source code files that are interpreted or compiled into a single software system, application, or software component (and related testing materials used to install or test that system, application or component) developed by or on behalf of Licensee which cumulatively have no more than the number of Developers for which Silverthread has been paid the applicable License Fee by Licensee. A Licensed Code Base may not include software which is competitive with or related to the CodeMRI Platform).

“Licensee Data” means information provided or made available by Licensee to Silverthread under this Agreement, including software and related databases and information (including, as applicable, databases and information related to configuration management, version control, and issue tracking for a Licensed Code Base).



“Permitted End User” means a third party end user or potential end user licensed to use all or a portion of the Licensed Code Base for its own internal business use, which third party is bound by a written agreement to protect any Confidential Information or intellectual property which is contained in a CodeMRI Report to which the Permitted End User is permitted access in a manner that is as or more protective of such Confidential Information and intellectual property as the terms of this Agreement.