

**Covene**  
**End User License Agreement**

PLEASE READ THE TERMS OF THIS END USER LICENSE AGREEMENT (THIS “AGREEMENT”) CAREFULLY. BY PLACING AN ORDER FOR, INSTALLING, OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THE PROVISIONS OF THIS AGREEMENT.

1. **OVERVIEW.** This Agreement sets forth the terms on which Covene, LLC (“**Covene**”), a Missouri limited liability company, provides licensees of Covene’s proprietary suite of software applications known as the Covene Cohesion Platform and separate module(s): Outlook Integration for Pexip Infinity (the “**Software**”) with a license to install and use the Software, and makes available certain Software updates, technical support and other professional services (collectively, the “**Services**”) in connection therewith. The term “you” as used in this Agreement refers to the person, company or organization placing an order for the Software license or Services. Any individual placing an order on behalf of a company or organization represents and warrants that he/she has authority to place such order and enter into this Agreement on the company’s or organization’s behalf.

2. **LICENSE.** During the term of your license to the Software (subscription-based or perpetual, as set forth in the corresponding Order), subject to your payment of the applicable license fees and compliance with the provisions hereof, Covene grants you a limited, non-exclusive, non-transferable, and non-sublicensable, perpetual (unless terminated as set forth below) license to: (a) install and use a single instance of those software applications and/or modules included in the Software for which you have paid the applicable license fees to Covene and received the corresponding license key; (b) make a reasonable number of copies of the user documentation for the Software, as updated from time to time by Covene, solely for distribution to and use by your internal users of the Software; and (c) make up to one (1) copy of the Software solely for back-up and archival purposes. The foregoing license is limited to installation and use of the Software for your internal business purposes, in binary executable code form only, solely in accordance with the user documentation, in compliance with all applicable law and regulations, and further subject to this Agreement.

3. **LICENSE RESTRICTIONS.** You shall not, nor shall you authorize or permit any other person or entity to: (a) install or use more than one instance of the Software, unless you have purchased an additional license and received an additional license key for each instance; (b) reproduce, distribute, publicly display, sublicense, lease, rent, loan, transfer, or otherwise make available the Software; (c) modify, adapt, alter, translate, or create derivative works of the Software, or merge the Software with any other software; (d) use the Software in or as part of a service bureau, timesharing or outsourcing capacity, including acting as an ASP, host or data processor for any third party; (e) develop an alternative to the Software that is based on or derived from, in whole or in part, the Software, the user documentation, or other information or materials of Covene; (f) use the Software in violation of any import, export, re-export or other applicable laws or regulations; (g) attempt to deactivate, bypass, or otherwise circumvent the license keys or other security measures for the Software; (h) disclose the results of any performance or benchmark tests for the Software to any third party; (i) remove or obscure any copyright or other proprietary rights notices, trademarks, logos or trade designations for the Software, including on user screens or documentation; or (j) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, except where such reverse engineering is expressly permitted under applicable law, but then only to the extent that Covene is not legally entitled to exclude or limit such rights by contract, and you first provide Covene the opportunity to provide the information necessary to achieve interoperability or compatibility without reverse engineering.

4. **SOFTWARE UPDATES.** If you have purchased technical support and maintenance for the Software as made available by Covene (“**Support**”), during the Support term, Covene shall make available to you, through publication on its website or other means selected by Covene, any patches, bug fixes, and other updates to the Software that Covene makes available for general release to licensees of the Software under Support. Updates are licensed as part of the Software under the provisions of this Agreement, together with any additional terms accompanying such updates. Support does not entitle you to receive feature enhancements or new modules or applications made available by Covene at an additional charge. You are solely responsible for procuring, installing and maintaining all hardware, third party software and network connectivity required to install and use the Software, and for the installation of the Software and all updates thereto.

5. **TECHNICAL SUPPORT.** If you have purchased Support, during the Support term, Covene shall provide you with remote technical support in accordance with Covene’s standard support policies and procedures, as may be updated from time to time. Technical support is comprised of remote troubleshooting of problems internal to the Software that cause the Software not to function in material conformance with Covene’s published specifications. Support does not include, and Covene shall have no responsibility for: (a) problems caused by misuse, neglect or abuse of the Software; (b) problems external to the Software, including but not limited to your network, firewall, systems, hardware, third party software, or data; (c) troubleshooting of issues that could be resolved by installing available Software updates, purchasing available Software upgrades, or referring to the Software’s user documentation; (d) back-up, replication, or recovery of files or data; or (e) modifications to the Software not made by Covene.

6. **ADDITIONAL SERVICES.** Covene offers installation, training, consulting and other professional services upon request, and subject to Covene’s reasonable availability. The scope for larger work requests will be detailed in a proposal, statement of work, or similar document for your review. Smaller work requests may be performed by Covene based on email or other written authorization. Unless otherwise specified, additional services are performed on a time and materials basis at Covene’s then-current hourly rates, billed on a monthly basis, and due net fifteen (15) days after the date of invoice. You agree to reimburse Covene for all travel, lodging, and other expenses reasonably incurred in connection with any on-site performance of Services requested by you and agreed to by Covene.

7. **TERM; TERMINATION.** The term of each Software license shall be perpetual unless otherwise stated in the order and corresponding license key issued by Covene. You may terminate your Software license at any time by providing written notice to Covene; provided, however, you shall remain liable for payment in full for any outstanding orders, including the then-current Support term and any other Services provided by Covene prior to termination. Either party may terminate your Software license and/or Support or other Services for cause if the other party materially breaches this Agreement (including by non-payment) and fails to cure the breach within thirty (30) days after receiving notice thereof. Termination or non-renewal of Support or other Services shall not affect your Software license, which shall continue under this Agreement on an unsupported basis and without any right to updates unless otherwise terminated as set forth herein.

8. **EFFECTS OF TERMINATION.** Upon the expiration or termination of your Software license for any reason: (a) all rights and licenses granted to you shall automatically and immediately terminate and cease to exist; (b) you shall immediately discontinue all use of the Software (even if the license key remains active), uninstall, erase and destroy (or return to Covene, if requested) all copies of the Software and documentation, and remove any remnants (such as cached computer code, images, data) from your computers, network and systems; and (c) you shall pay all amounts due and owing to Covene. Sections 3, 8, 9, 10, 11, 12 and 13 of this Agreement shall survive the expiration or termination of your Software license, the Services and this Agreement for any reason.

9. **PAYMENT.** All Software license fees must be paid in full prior to receipt of the corresponding license key. Fees for Support and other Services are payable as specified in the order, or if not specified, due net 15 days after receipt of Covene's invoice. All fees and charges are stated and payable in U.S. Dollars, and are exclusive of any taxes or duties associated with the Software and Services, however designated or levied in any jurisdiction by any taxing authority. You are solely responsible for all such taxes and duties, excluding taxes based on the net income of Covene. Overdue amounts shall accrue interest at the rate of one and one half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower, from the due date until the date paid. In the event any amount owed by you under this Agreement requires collection efforts, you agree to reimburse Covene for all reasonable costs of collection, including attorneys' fees.

10. **PROPRIETARY RIGHTS.** The Software is licensed, not sold. Covene and its suppliers shall retain exclusive right, title and interest in and to the Software (in both binary executable code and source code form) and Services, including the program architecture, design, coding methodology, screen shots, and "look and feel" therefor, all modifications and improvements thereto, all prior versions and derivative works thereof, the user documentation, all goodwill associated therewith, and all present and future copyrights, trademarks, trade secrets, patent rights, and other intellectual property rights of any nature throughout the world embodied therein and appurtenant thereto. Unpublished rights are reserved under the copyright laws of the United States. From time to time, you may provide suggestions, comments, ideas or other feedback regarding the products or services of Covene. Covene shall be free to access, use, disclose, and otherwise commercialize and exploit such feedback, including without limitation for developing improvements to its products and services, free of any claims, payment obligations, or proprietary, confidentiality or other restrictions of any kind. The license rights granted herein are limited to Covene's and its suppliers' intellectual property rights in the Software, and do not include any patents or other intellectual property rights of third parties. All rights and licenses not expressly granted to you in this Agreement are reserved by Covene and its suppliers. You acknowledge that you shall have no right to receive or use the source code for the Software.

11. **DISCLAIMER.** THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND ALL USE OF THE SOFTWARE AND THE SERVICES IS AT YOUR OWN RISK. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COVENE HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. COVENE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR MEET YOUR PARTICULAR BUSINESS, TECHNICAL OR OTHER REQUIREMENTS. COVENE SHALL HAVE NO RESPONSIBILITY OR LIABILITY ARISING OUT OF OR RESULTING IN WHOLE OR IN PART FROM INTERNET OR POWER OUTAGES, NETWORK OR TELECOMMUNICATIONS FAILURES, OR FORCE MAJEURE OR OTHER EVENTS BEYOND COVENE'S REASONABLE CONTROL. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR NETWORK, SYSTEMS, AND DATA, AND COVENE ASSUMES NO RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH.

12. **LIMITATIONS ON LIABILITY.** IN NO EVENT SHALL COVENE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE, OR THE SERVICES, INCLUDING LOSS OF BUSINESS, PROFITS, OR REVENUE, LOSS OR DESTRUCTION OF DATA, OR BUSINESS INTERRUPTION OR DOWNTIME, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF COVENE ARISING OUT OF AND RELATED TO THIS AGREEMENT, THE

SOFTWARE, AND THE SERVICES SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE ACTUAL FEES PAID BY YOU TO COVENE FOR THE SOFTWARE AND SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, INDEMNITY, OR OTHERWISE). THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OF CERTAIN DAMAGES, AND SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

### 13. MISCELLANEOUS

(a) *Governing Law.* This Agreement shall be governed and interpreted for all purposes by the laws of the State of Missouri, U.S.A., without reference to any conflict of laws principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (as enacted in any jurisdiction) do not and shall not apply to this Agreement, and are hereby specifically excluded.

(b) *Jurisdiction; Venue.* Any dispute, action or proceeding arising out of or related to the Software, the Services or this Agreement shall be commenced in the state courts of St. Louis County, Missouri or, if proper and exclusive subject matter jurisdiction exists, the United States District Court for the Eastern District of Missouri. Each party irrevocably submits to the exclusive personal jurisdiction and venue of such courts, and waives any objections thereto, including based on *forum non conveniens*; provided, however, nothing contained in this section shall prevent Covene from seeking temporary or permanent injunctive or other equitable relief in any court of competent jurisdiction.

(c) *Notices.* All notices under this Agreement shall be in writing, and shall be delivered personally or by postage prepaid certified mail or express courier service, return receipt requested; provided, however, you consent to receiving notices by email from Covene for communications concerning your Support subscription, renewals, and payment. Notices to you may be delivered by Covene to the most current address on file. Notices to Covene shall be directed to the attention of the President at Covene's then-current company headquarters address. Either party may change its address for notices from time to time by providing written notice of such change to the other party in this manner.

(d) *Assignments.* You may not assign or otherwise transfer this Agreement, or any of your rights or obligations hereunder, without the prior written consent of Covene in each instance. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and without effect. Covene may freely assign this Agreement, including without limitation to an affiliate or successor in interest upon Covene's merger, acquisition, or corporate reorganization, or upon the sale of all or substantially all of its business or assets to which this Agreement relates. Subject to the foregoing, this Agreement shall be binding on, and inure to the benefit of, the parties and their respective heirs, successors and permitted assigns.

(e) *Relationship; Third Party Beneficiaries.* The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create any agency, employment, partnership, fiduciary or joint venture relationship between the parties, or to give any third party any rights or remedies under or by reason of this Agreement; provided, however, the disclaimers and limitations on liability under this Agreement shall extend to Covene and its shareholders, directors, officers, employees, agents, and

affiliates. All references to Covene in connection therewith shall be deemed to include the foregoing persons, who shall be third party beneficiaries of such contractual disclaimers and limitations, and entitled to accept all benefits afforded thereby.

(f) *Audit.* During the term of this Agreement and for twelve (12) months thereafter, upon written request, you shall provide each of Covene and its designated auditors with reasonable on-site access to your facilities, systems, and books and records to verify that your use of the Software is in compliance with this Agreement. All audits shall be conducted in a reasonable manner and shall occur no more than once during any twelve (12) month period; provided, however, if any such audit reveals material noncompliance, Covene shall have the right to conduct additional audits during such period until compliance is achieved, and you shall reimburse Covene for the costs of such audits.

(g) *Export Control.* You may not import, export, re-export or use the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported into any U.S. embargoed countries, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You represent that you are not located in, under the control of, or a national or resident of any country or on any such list, and warrant that you shall not use the Software for any purpose prohibited by United States law.

(h) *Government Use.* The Software and related documentation are licensed with RESTRICTED RIGHTS as "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users only as Commercial Items, and with only those rights as are granted to all other end users pursuant to the provisions hereof.

(i) *Equitable Relief.* The Software, its structure, organization, and source code constitute valuable trade secrets of Covene. You agree to maintain the Software, Services and all related information and materials of Covene and its suppliers in the strictest confidence, with the same degree of care that you use for your own confidential and proprietary information, but in any event with no less than a reasonable degree of care. You acknowledge that any breach by you of the license, confidentiality or ownership provisions hereunder would cause irreparable harm to Covene, the extent of which would be difficult and impracticable to assess, and money damages would not be an adequate remedy for such breach. Accordingly, in addition to all other remedies available at law or in equity, Covene shall be entitled to obtain immediate injunctive and other equitable relief in any court of competent jurisdiction.

(j) *Amendment; Waiver.* This Agreement may be amended only by a written instrument executed by a duly authorized representative of each party. No rights shall be waived by any act, omission or knowledge of a party, except by an instrument in writing expressly waiving such rights and signed by a duly authorized representative of the waiving party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

(k) *Severability; Construction.* If any provision of this Agreement is determined to be unenforceable under applicable law, such provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from this Agreement if reformation by the court is not possible under applicable law, and the remaining provisions of this Agreement shall continue in full force and effect. The headings in this

Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The term “including” as used herein means “including without limitation.” The terms “herein”, “hereunder”, “hereto,” “hereof,” and similar variations refer to this Agreement as a whole, rather than to any particular section.

(l) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties, and supersedes all prior agreements and understandings, whether written or oral, with regard to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Where you require a purchase order as part of your procurement process, such purchase order may be issued for administrative purposes only. Any additional or conflicting terms proposed by you in any purchase order, request for proposal, acknowledgement, or other writing shall not be binding on Covene, and are hereby objected to and expressly rejected.

### **Third Party Products**

Software may include MongoDB drivers. MongoDB drivers are released under the Apache Software Foundation 2.0 License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>.

Software may be distributed with MongoDB. Mongo DB is released under GNU AFFERO GENERAL PUBLIC LICENSE Version 3. You may obtain a copy of the License at <http://www.gnu.org/licenses/agpl.txt>.