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1.1. **No Copies.** Licensee shall not copy or modify any portion of the Software other than that Licensee may make one (1) copy of that part of the computer directory containing the Software, solely for archival purposes.

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(ii) Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Software, or use the Software in any service bureau arrangement, facility management or third party training.

(iii) Allow the Software be used by an End User who develops and/or distributes software applications which, in the reasonable opinion of Panorama, compete, directly or indirectly, with the Software;

(iv) Export, re-export, or otherwise transmit, directly or indirectly, any software, information, data, or other materials received under this Agreement.

(v) Allow the Software be used in any application or situation where any failure of the licensed products could lead directly to death, personal injury, or severe physical or environmental damage. Examples include using the Software for controlling the operation of: equipment in any nuclear facilities; aircraft navigation, communications or flight control systems; air traffic control systems; mass transit systems; medical equipment (but only in equipment with an FDA classification of 2 or 3, or an equivalent classification); weapons systems.

1.3. **Hardware and/or Third Party Software.** Panorama will not be responsible for the purchase of any hardware and/or third party software required for the use of the Software in order to meet Licensee's required use for the Software, and Licensee undertakes that any such required hardware or third party software will be purchased (if at all) by Licensee on its own account.

2. OWNERSHIP & CONFIDENTIALITY

2.1 Title.

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(ii) The Software was developed at private expense, is commercial, and is published and copyrighted.

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2.2 Non-Disclosure. Each party agrees to keep the Proprietary Information of the other in a secure place, under access and use restrictions designed to prevent disclosure of the Proprietary Information to unauthorized persons and to instruct its personnel to keep such Proprietary Information confidential.

2.3 Breach.

2.3.1 Licensee agrees that any disclosure of the other party's Proprietary Information to a third party other than in accordance with the terms of this Agreement constitutes a material breach of this Agreement and will terminate the license(s) granted by this Agreement.

2.3.2 Books and Records/Audit Rights.

2.3.1 Licensee shall at all times keep accurate books and records showing all users relating to acquired licenses under this Agreement, including the identity and number of servers and named user seats and sessions where the Software are installed and/or accessed.

2.3.2 Panorama or its authorized representative shall have the right, at its own expense subject to part (c) of this Section, upon at least twenty-four (24) hours' notice, to audit Licensee's compliance with this Agreement by inspecting the records referred to above in this Section.

2.3.3 If any inspection reveals an error in the calculation of amounts owing to Panorama, Licensee shall promptly pay the difference. If any error is five percent (5%) or more of the aggregate amounts payable to Panorama, Licensee shall pay Panorama' reasonable out-of-pocket costs with respect to that inspection. Such inspection and audit requests shall not be made more than two (2) times each fiscal year, unless an error was detected in a previous inspection in which case inspection and audit requests by Panorama may be made each calendar quarter.

2.4 Injunctive Relief. Each party further agrees that such wrongful disclosure could cause irreparable injury that cannot be compensated by monetary damages and that injunctive or other equitable relief may be appropriate.

3. MAINTENANCE & SUPPORT

Support services provided under the agreement are specified in the services policies referenced in the ordering document.

4. WARRANTIES AND LIMITATIONS OF LIABILITY

4.1 Limited Warranty. Panorama warrants that the medium on which the Software is delivered will be free from defects in workmanship and materials under normal use for a period of ninety (90) days after delivery of the Software, and that the medium will be repaired or replaced, at Panorama's option, upon return of said defective medium to Panorama within said ninety (90) day period.

4.2 No Warranty. THE SOFTWARE IS PROVIDED "AS IS." PANORAMA AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OR RESULTS THAT LICENSEE MAY OBTAIN BY USING THE SOFTWARE. STATEMENTS BY PANORAMA AND ITS EMPLOYEES OR REPRESENTATIVES AND THE PRINTED MATERIALS AND ELECTRONIC DOCUMENTATION

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4.4 **Limitation of Liability.** LICENSEE AGREES THAT ITS EXCLUSIVE REMEDIES, AND PANORAMA'S ENTIRE LIABILITY WITH RESPECT TO THE SOFTWARE OR TO SERVICES PERFORMED BY PANORAMA THAT RELATE TO THE SOFTWARE, SHALL BE AS SET FORTH HEREIN. LICENSEE FURTHER AGREES THAT PANORAMA WILL NOT BE LIABLE TO LICENSEE FOR ANY DAMAGES, WHETHER SPECIAL, INDIRECT OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS OR BUSINESS BENEFIT, LOSS OF DATA, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, OR THE PERFORMANCE OF ANY SERVICES RELATING TO THE SOFTWARE, EVEN IF PANORAMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY ALTERNATIVE LIABILITY OBLIGATIONS IN ANY AGREEMENT, STATEMENT OF WORK, ORDER OR OTHER DOCUMENT, IN NO EVENT SHALL PANORAMA'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY LICENSEE FOR THE SOFTWARE OR THE PANORAMA SERVICES RELATED TO THE SOFTWARE.
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5. FEES AND PAYMENT TERMS

Licensee agrees to pay for all services ordered as set forth in the applicable ordering document. All fees due under the agreement are non-cancelable and the sums paid non-refundable. Licensee agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Panorama must pay based on the services you ordered, except for taxes based on Panorama's income. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice.

6. TERM AND TERMINATION

6.1 This License is valid for the period of one (1) year from the date you purchase the Software. This License is in effect until terminated and will terminate automatically if Licensee fails to comply with the term of this Agreement If this Agreement is not renewed and paid for by Licensee prior to the anniversary date thereof, the license terminate automatically, unless otherwise was agreed in writing between the parties

6.2 Notwithstanding the aforesaid, Licensee will have the right to terminate the Agreement within thirty (30) days from it execution, by providing a written notice to Panorama. Failure to provide such a notice will result in completing this Agreement's full term.

7. GENERAL TERMS AND CONDITIONS

7.1 **Severability.** If any provision of this Agreement is found by any court of competent jurisdiction to be invalid, then the remaining provisions shall nevertheless remain in full force and effect.

7.2 **Governing Law; Jurisdiction; Attorneys fee**. This Agreement is governed by the laws of the State of Delaware, USA excepting its choice of law provisions. The parties hereby agree to irrevocably attorn to the non-exclusive jurisdiction of the courts of the State of New York. The venue shall be New York City If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled.

7.3 **Entire Agreement**. Each party acknowledges and agrees that this Agreement is the entire and exclusive statement of the mutual understanding of the parties and that it supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement, as well as any terms and conditions that may be included are attached to the Licensee's purchase order. Each party agrees that this Agreement can be modified only by an agreement in writing signed by the persons authorized to execute agreements on behalf of the parties. Any contradictory terms, modifications or additions in orders and other documents/agreements relating to the acquisition of this license, will be binding upon Panorama only if they have been accepted in writing, evidenced by the signature of a Panorama authorized executive signatory. In absence of such written acceptance, execution of such orders, documents/agreements shall take place solely on the basis of this Agreement. No modification can be accomplished by course of conduct.

7.4 **No Waiver**. Each party agrees that any failure or delay to exercise, or any partial exercise of any right, power, or privilege hereunder by the other party, shall not operate as a waiver.

7.5 **Export/Import Laws**. Licensee shall comply with all the then current and applicable export/import laws and regulations which pertain to the Software.

7.6 **Assignment.** This Agreement may be assigned by Panorama to any entity, which assumes its obligations and acquires ownership of, or the right to use and license Panorama's products.

7.7 **Marks.** All Marks shall remain sole property of their original owners. Either party shall not remove and only list Marks in reference of the license use with the ownership of the Mark by the original owner being clearly indicated.

8. Customer Marks. Customer hereby consents to the use, publication and disclosure of Customer's name and logotype and marks by Panorama and association thereof as a customer of Panorama in its press releases, case studies ,presentations, website, promotional, advertising and marketing materials, with the written approval of Customer.

9. Force Majeure

If the performance of this Agreement, or any obligation hereunder except the making of any payment is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labour disputes involving third parties; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers for reasons other than failure to pay such suppliers; war or other violence; any law, order, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of non-performance and shall resume performance hereunder with dispatch whenever such causes are removed.

10. Construction.

The parties agree that: a) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement; b) the following annexes are incorporated by reference:

Annex A - Necto® In-Memory Server

Annex B - Necto® Geo-Analytics Service

Annex C - Necto® Mobile Application License

Annex A

Additional Terms for the use of Necto® In-Memory Server:

The following Terms and Conditions shall apply if Necto® In-Memory Server was purchased:

Please note that for this section "Licensee" is referred to as "You".

1. **USE RIGHTS.**

    1.1. **Licensing a Server.** Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

    1.2. **Determining the Number of Licenses Required.** You have two license options

    1.2.1. **Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.

    1.2.2. **Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number of licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

    1.3 **Assigning the Required Number of Licenses to the Server.**

    1.3.1 **Initial Assignment.** After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

    1.3.2 **Reassignment.** You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

    1.4 **Running Instances of the Server Software.** Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

    1.4.1 Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in a number of physical and/or virtual OSEs equal to the number of licenses assigned to that server. Thereafter, for each additional license that you assign to the licensed server under section 2.2(a), you may run instances of the server software in an additional OSE on that licensed server.

    1.4.2 Individual Virtual OSE. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the server software in that virtual OSE.

    1.5 **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual operating system environments on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use the additional software only with the server software directly or indirectly through other additional software.

    - Business Intelligence Development Studio

- Client Tools Backward Compatibility

- Client Tools Connectivity

- Client Tools SDK

- Data Quality Client

- Data Quality Services

- Distributed Replay Client

- Distributed Replay Controller

- Management Tools - Basic

- Management Tools - Complete

- Reporting Services – SharePoint

- Reporting Services Add-in for SharePoint Products

- Master Data Services

- Sync Framework

- SQL Client Connectivity SDK

- SQL Server 2012 Books Online

1.6 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

1.6.1 You may create any number of instances of the server software and additional software.

1.6.2 You may store instances of the server software and additional software on any of your servers or storage media.

1.6.3 You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

2.1 Runtime-Restricted Use Software. The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

2.2 Maximum Instances. The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

2.3 Multiplexing. Hardware or software you use to

- pool connections,

- reroute information, or

- reduce the number of devices or users that directly access or use the software

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

2.4 No Separation of Server Software. You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

2.4 Fail-over Server. For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

2.5 **SQL Server Reporting Services Map Report Item.** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps APIs"). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

- Bing Maps APIs to provide sensor based guidance/routing, or

- any Road Traffic Data or Bird's Eye Imagery (or associated metadata).

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.

2.7 **Included Microsoft Programs.** The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=231864, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

3. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

4. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

5. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

6. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

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- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;

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- use the software for commercial software hosting services.

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8. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.

9. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

10. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."

11. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

12. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

13. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

14. **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

15. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

16. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE**

APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

17. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**

18. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).**

Annex B

Additional Terms for the use of Necto® Geo-Analytics Services:

Note: The following additional Terms and Conditions shall apply if Necto® Geo Analytics Service was purchased:

1. **Use of Necto® Geo-Analytics Service**

    1.1. **Licensee's Responsibilities**. Licensee's authorized users are the only persons authorized to access Necto® Geo-Analytics Services. Licensee is responsible for maintaining the confidentiality of any authorization codes, access codes, users' login credentials, or any other method that enables access to Necto® Geo-Analytics Services and for ensuring that unauthorized third parties do not access Licensee's system. Licensee will immediately notify Panorama if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

    1.2. **Prohibited Uses of the Online Services.** In addition to the limitations of uses under this License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Necto® Geo-Analytics Service or assist others to do so; (ii) use Necto® Geo-Analytics Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ; (iii) use Necto® Geo-Analytics Services in connection with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management, or similar applications; or iv) incorporate any portion of Necto® Geo-Analytics Service into a commercial product or service unless the commercial product adds material functionality to Online Services.

    1.3. **Modifications of Online Services**. Panorama reserves the right to alter, modify, deprecate, or discontinue Necto® Geo-Analytics Services and at any time. If reasonable under the circumstances, Panorama will provide prior notice of any material alterations.

    1.4. **Attributions**. Licensee is not permitted to remove any Panorama® or Esri® logos or other attribution associated with any use of Necto® Geo-Analytics Services.

2. **Term and Termination**

    2.1. **Term of Subscriptions**. The term of the Necto® Geo-Analytics Services subscription will be provided in the applicable contract or purchase order under which it is purchased.

    2.2. **Subscription Rate Changes**. Monthly subscription rates may be increased upon thirty (30) days' notice. Panorama may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

    2.3. **Service Interruption**. Licensee's access (including access on behalf of Licensee's customers) to and use of Necto® Geo-Analytics Services may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Necto® Geo-Analytics Services, including system failure or other events beyond the reasonable control of Panorama or its affiliates.

    2.4. **Service Suspension**. Panorama and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement, exceeds Licensee's usage limits, and fails to purchase additional license capacity sufficient to support Licensee's continued use of Necto® Geo-Analytics Services; (b) if there is reason to believe that Licensee's use of Necto® Geo-Analytics Services will adversely affect the integrity, functionality, or usability of the Necto® Geo-Analytics Services or that Panorama may incur liability by not suspending Licensee's account; (c) for scheduled downtime to conduct maintenance or make modifications to Necto® Geo-Analytics Services; (d) in the event of a threat or attack on Necto® Geo-Analytics Services including a denial-of-service attack) or other event that may create a risk to the applicable part of Necto® Geo-Analytics Services; or (e) in the event that Panorama or its affiliates determine that Necto® Geo-Analytics Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory

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Annex C

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