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For FlexNet Manager Suite 2023 R1

June 28, 2023

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Boost 1.0 Class library	License text	No attributions required	As compiled code	Never will distribute	Recipient must use copy distributed with product	Not required to make source code available	Source code not modified
Brock Allen Cookie based TempData provider Class library	License text	No attributions required	As compiled code	Never will distribute	Recipient must use copy distributed with product	Not required to make source code available	Source code not modified
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D3 DES algorithm 5.09 Class library	License text	No attributions required	As compiled code	Never will distribute	Recipient must use copy distributed with product	Not required to make source code available	Source code not modified
Dmidecode 3.3 Executable	License text	Attribution	As compiled code	Never will distribute	Recipient must use copy distributed with product	Source code	Source code not modified
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PuTTY 0.76 Executable	License text	Attribution	As compiled code	Never will distribute	Recipient must use copy distributed with product	Not required to make source code available	Source code not modified
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RestSharp 106.15.0 DLL	License text	No attributions required	As compiled code	Never will distribute	Recipient must use copy distributed with product	Not required to make source code available	Source code not modified
Sharpcompress 0.24.0 DLL	License text	Attribution	As compiled code	Never will distribute	Recipient must use copy distributed with product	Not required to make source code available	Source code not modified
Sif4j API 1.7.2 JAR	License Text	Attribution	As compiled code	Never will distribute	Recipient must use copy distributed with product	Not required to make source code available	Source code not modified
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Antlr 3.4.1 DLL

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Apache NMS 1.8.0 DLL

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Version 2.0, January 2004

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Args4j 2.0.15 JAR

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Autofac 5.2.0 DLL

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AutoMapper 6.2.2 DLL

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BloomFilter.NetCore 1.0.4 DLL

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Castle Windsor 4.4.0 DLL

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CommandLineParser 2.8.0 DLL

Command Line Parser Library

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Common.Logging 3.3.1 DLL

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CPU Topology 1.2.8 Class library

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```

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 *
 * A portable, public domain, version of the Data Encryption Standard.
 *
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 * Thanks to: Dan Hoey for his excellent Initial and Inverse permutation
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DotNetOpenAuth 4.2.2 DLL

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Fody 1.29.4 DLL

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getopts (version released 2002) Class library

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Grpc.Core 1.22.0 DLL

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gSoap 2.8.119 DLL

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HttpContextShim 0.0.5 DLL

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JGit 4.3.0 JAR

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JQuery-ui-1.13.1 DLL

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JQuery 3.5.1 DLL

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Kent.Boogaart.KBCsv 2.0.0 DLL

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Lato Font

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Version 1.1 - 26 February 2007

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Lcal.Net 4.1.11 DLL

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LibPCRE 8.45 DLL

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End

libxml2 2.11.3 Class library

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libxslt 1.1.35 Class library

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Maintenance & Support. Customer's license to On-Premise Software entitles Customer to purchase maintenance and support from MadCap Software, Inc. pursuant to the standard maintenance and support programs available for the applicable On-Premise Software, as identified in the Order Form. If Customer acquired a Subscription License, as identified in the Order Form, maintenance and support shall be included for all licensed users as specified in the applicable Order Form. If Customer acquired a Subscription License, as identified in the Order Form, basic maintenance and support shall be included for all licensed users during the applicable On-Prem Term.

EVALUATION OF PRODUCTS. This Section 6 (Evaluation of Products) applies only if Customer has been provided evaluation access to the Products by MadCap Software through a Trial Version or Not for Resale Version ("Evaluation Access"). Evaluation Access to the Products is subject to all restrictions set forth in this Agreement. In addition, Evaluation Access is provided for the sole and exclusive purpose of enabling Customer to evaluate the Products and will not be put into productive use or included as part of Customer's business processes in any manner, unless and until a license or subscription, as applicable, is purchased by Customer. Customer agrees not to remove any automatically created MadCap

Software branding included in any output created, produced or generated by the Products while using the Products under Evaluation Access. Evaluation Access is provided “AS IS,” with no warranties of any kind, express or implied. Certain features may not be available for use during the period of Evaluation Access. Unless otherwise agreed by the parties in writing, the period for Evaluation Access will be thirty (30) days, beginning on the date MadCap Software provides such access. Evaluation Access will automatically time-out at the end of the relevant evaluation period without further notice, and may be terminated by MadCap Software at any time and for any reason.

PROFESSIONAL SERVICES. This Section 7 (Professional Services) applies only to an Order Form that includes Professional Services.

Statements of Work. MadCap Software will provide the Professional Services identified on an Order Form, which may be further described in one or more Statements of Work, subject to this Agreement. Such Order Form and, if applicable, Statement of Work, may include: (i) a description of the scope and type of Professional Services; (ii) the location where the Professional Services will be performed; (iii) any Deliverables; (iv) the schedule for performance and delivery of Deliverables; and (v) additional fees and payment terms applicable to the Professional Services. MadCap Software and Customer will cooperate to enable MadCap Software to perform the Professional Services according to the performance schedule and delivery terms set forth therein, if any, and Customer agrees to timely perform any Customer obligations specified therein. MadCap Software will not be liable to the extent its performance of Professional Services is affected by Customer’s failure to fulfill such Customer obligations.

Deliverables. Unless otherwise expressly agreed in the applicable Order Form and/or Statement of Work, MadCap Software retains all Intellectual Property Rights in the Deliverables and MadCap Materials prepared by MadCap Software in connection therewith. Subject to Customer’s compliance with this Agreement, MadCap Software hereby grants Customer, during the Term, a limited, non-exclusive, non-transferable, license to use and reproduce the Deliverables, solely for Customer’s internal business operations in connection with Customer’s related authorized use of the Products. Notwithstanding any other provision of this Agreement, nothing herein will be construed to assign or transfer any Intellectual Property Rights in the MadCap Materials used by MadCap Software to develop the Deliverables, and to the extent such MadCap Materials are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables.

PRICING, INVOICES, AND PAYMENTS.

Pricing and Invoicing. Prices and invoice instructions for the MadCap Offerings and Maintenance & Support are set forth in the applicable Order Form. Fees may be invoiced in advance, as set forth in the applicable Order Form.

Payments. Unless otherwise specified in an Order Form, Customer will pay MadCap Software the amounts set forth on any invoice issued pursuant to this Agreement in the specified currency within thirty (30) days of the date of the invoice and are payable in advance at the beginning of a billing term or, if applicable, following completion of a Trial Version. If the Order Form indicates selection of an auto-pay option, Customer hereby authorizes MadCap Software to collect payments due from Customer’s credit card or debit the account through ACH debit as indicated by Customer in any Order Form, invoice, webpage or other payment authorization form submitted by Customer to MadCap Software for the Products. Payment obligations for all MadCap Offerings are non-cancelable, and fees paid are non-refundable, except as otherwise provided in this Agreement. MadCap Software may impose a late payment charge not to exceed the maximum rate allowed by law. If Customer fails to pay any fee due under an Order Form or this Agreement, without limitation of any of its other rights or remedies, MadCap Software may suspend performance until MadCap Software receives all past due amounts from Customer. Customer understands that one or more invoices may be issued under each Order Form, that multiple Order Forms may be executed under this Agreement, and that Customer shall have no right to set-off, deduct from, or reduce payments owed under this Agreement. In the event of a good faith dispute for payment on any invoice, Customer will, within fifteen (15) days of receipt of the invoice, notify MadCap Software in writing of the dispute and the parties will use good faith efforts to resolve such dispute. Undisputed amounts remain payable as provided herein and in the relevant Order Form.

No Requirement for Purchase Order. Customer acknowledges that Customer may provide a purchase order number or copy of its purchase order to MadCap Software for Customer’s administrative convenience, and that MadCap Software has the right to issue an invoice and collect payment without a corresponding purchase order. If Customer issues a purchase order, MadCap Software hereby rejects and Customer hereby retracts any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer and conditions are solely based on the terms and conditions of this Agreement and the applicable Order Form, as offered by MadCap Software. On request, MadCap Software will reference the purchase order number on its invoices (solely for administrative convenience), provided the purchase order references the Order Form and is received

reasonably prior to the date of the invoice. Delivery. Products are made available by electronic delivery. Products are deemed to be delivered and accepted on issuance of the license key or when electronic notice is sent that the purchased Products are available.

TAXES. MadCap Software' fees do not include any local, state, federal, or foreign taxes, levies, or duties of any nature, including value-added, sales, use, or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on MadCap Software' income. If MadCap Software has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides MadCap Software with a valid tax exemption certificate authorized by the appropriate taxing authority.

RESTRICTIONS.

General. Customer will not directly or indirectly, and will not permit any Authorized User or any other person or entity, to: (i) use any of the MadCap Properties in contravention of any applicable laws or government regulations, including, without limitation, applicable Privacy Laws or in violation of this Agreement; (ii) except and to the extent specifically permitted by applicable law, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to the object code, source code, or underlying ideas, methodologies, or algorithms of any of the MadCap Properties; (iii) modify, adapt, translate, or create derivative works based on any of the MadCap Properties; (iv) sublicense, rent, lease, distribute, publish, sell, resell, assign, or otherwise transfer its rights to use any of the MadCap Properties, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (v) commercially exploit any of the MadCap Properties; (vi) use any of the MadCap Properties for any purpose other than their intended purposes; (vii) introduce any Open Source Software into any of the MadCap Properties; (viii) disclose passwords, usernames, or other account information to any third party, except to the applicable Authorized User; (ix) access or use any MadCap Properties for competitive analysis or to design, create, offer, or build a product or service that is competitive with any MadCap Properties or that uses ideas, features, or functions similar to any MadCap Properties; or (x) remove or alter any proprietary notices, labels, or marks in the MadCap Properties. Customer will not make the SaaS Service or any portion thereof available for use, access, display, searching, or retrieval by, or on behalf of, any third party, or make the SaaS Service available in any "public" or "free" area or area accessible on the internet.

On-Premise Software. Customer may receive the On-Premise Software in more than one media form, however Customer shall only install or use one such form and may use only the form that is appropriate for the server or computer on which the On-Premise Software is to be installed. Customer may receive the On-Premise Software in more than one platform but you shall only install or use one platform. If the On-Premise Software is delivered in multiple versions or languages, you may only run one version or language of the On-Premise Software, and you may not run the additional versions in any other language on any other computer.

Tracking Code. Customer shall not, and shall not allow any third party to: use the Tracking Code to track or unlawfully collect personally identified information of Internet users, nor associate any data gathered from Customer's website(s) (or such (or such third parties' website(s)) with any personally identifying information from any source as part of Customer's use (or such third parties' use) of the Tracking Code. Customer shall have and abide by an appropriate privacy policy and comply with all applicable laws relating to the collection of information. Customer shall post a privacy policy and that policy must provide notice of Customer's use of a cookie that collects anonymous traffic data.

OWNERSHIP.

General. Customer acknowledges and agrees that this is not an agreement for custom development or "work for hire", and as such, Customer will not acquire any ownership rights in any of the MadCap Properties.

MadCap Properties; Feedback. As between MadCap Software and Customer, all right, title, and interest in and to the MadCap Properties, and all suggestions, ideas, and feedback proposed by Customer regarding any of the MadCap Properties (collectively, "Feedback"), including all Intellectual Property Rights in all of the foregoing, belong to and are retained exclusively by MadCap Software or its suppliers, as applicable. Customer hereby assigns to MadCap Software all Feedback and all Intellectual Property Rights therein. Certain Products may be protected by patents, including without limitation, the following U.S. patents: U.S. Patent No. 7,934,153; U.S. Patent No. 9,058,312; U.S. Patent No. 11,126,787; and U.S. Patent No. 11,526,484.

Customer Data. As between MadCap Software and Customer, all right, title and interest in and to the Customer Data and all Intellectual Property Rights therein, belong to and are retained solely by Customer. Customer hereby grants to MadCap Software a limited, non-exclusive, royalty-free, worldwide license to (i) use and reproduce the Customer Data as may be necessary for MadCap Software to provide any MadCap Offerings to Customer and (ii) retain and use the Tracking Data in accordance with MadCap Software's Privacy Policy.

Use of Aggregate or Anonymized Data. Notwithstanding anything else in this Agreement or otherwise, MadCap Software may, in accordance with applicable Privacy Laws, monitor use of the SaaS Service by its customers and use the data generated by such use in the aggregate (the "Aggregate Data") in the pursuit of its legitimate commercial interests, including for analysis, benchmarking, analytics, and marketing. Customer agrees that MadCap Software may collect, use, and disclose such information that does not incorporate Customer Data or Personal Information, or otherwise identify Customer or its Authorized Users.

WARRANTIES.

Mutual Warranty. Each party represents, warrants and covenants that: (i) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (ii) its acceptance of and performance under this Agreement will not breach any oral or written agreement with any third party or any obligation owed by it to any third party.

Limited Warranties and Remedies. The following limited warranties apply only to the extent that Customer has purchased the applicable MadCap Software Offering:

Products. MadCap Software warrants that the Products will operate substantially in compliance with the applicable Documentation for the first thirty (30) days of the Initial On-Premise Term and the Initial SaaS Term (each as defined below), as applicable, provided that the Products have been properly used as described in the applicable Documentation, and have not been modified or added to other than by MadCap Software. If the Product does not perform as warranted during the warranty period, MadCap Software will undertake, at its sole option and as Customer's exclusive remedy for breach of this warranty, to correct or replace the non-conformity. If MadCap Software determines that it is not commercially reasonable or possible to correct a substantial non-conformity within a commercially reasonable time from receipt of written notice from Customer detailing the warranty claim, the Order Form for the affected Product will be cancelled and MadCap Software will refund any unused prepaid fees for the affected Product.

Professional Services. MadCap Software will use commercially reasonable efforts to perform the Professional Services and deliver the Deliverables according to the specifications, if any, set forth in the relevant Order Form and Statement of Work, as applicable. If MadCap Software fails to do so and Customer notifies MadCap Software within thirty (30) days of the date the Professional Services were performed, MadCap Software will, as Customer's exclusive remedy for breach of this warranty, re-perform the non-conforming Professional Services. If MadCap Software determines that re-performance is not commercially reasonable, Customer may cancel the applicable Order Form and/or Statement of Work as to the affected Professional Services and MadCap Software will refund to Customer any fees paid for the affected Professional Services.

SaaS Service. Customer acknowledges that factors such as changes by Customer to its IT environment, and corrupted, incomplete and/or interrupted data received by MadCap Software from Customer, may have a material impact on the accuracy, reliability and/or timeliness of results, and MadCap Software shall not be responsible for any such factors. Customer shall be responsible for the legality, accuracy, and completeness of all Customer Data and for complying with reasonable instructions and/or specifications provided to Customer by MadCap Software with respect to the SaaS Service.

Exclusions. The warranties set forth in this Section 12 shall not apply to any Sample Application Code (as defined in Exhibit A), MadCap Software Inc. Redistributables (as defined in Exhibit A), MS Redistributables (as defined in Exhibit A), Trial Version and/or NFR Version of the Products.

WARRANTY DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN SECTION 12.1 (MUTUAL WARRANTY) AND 12.2 (LIMITED WARRANTIES AND REMEDIES), MADCAP SOFTWARE DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MADCAP SOFTWARE DOES NOT WARRANT THAT: (A) THE USE OF ANY PRODUCT OR DELIVERABLE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA UNLESS EXPRESSLY IDENTIFIED IN THE DOCUMENTATION; (B) THE PRODUCTS OR DELIVERABLES OR ANY INFORMATION OBTAINED THROUGH THE PRODUCTS OR DELIVERABLES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; OR (C) THE PRODUCTS OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE. MADCAP OFFERINGS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MADCAP SOFTWARE IS NOT

RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH LIMITATIONS, DELAYS, OR PROBLEMS. ANY SAMPLE APPLICATION CODE, TRIAL VERSION AND THE NOT FOR RESALE VERSION OF THE SOFTWARE ARE PROVIDED "AS IS."

ADDITIONAL CONTENT AND ON-PREMISE SOFTWARE DISCLAIMER. FOR THE AVOIDANCE OF DOUBT, MADCAP SOFTWARE IS NOT RESPONSIBLE FOR ANY CONTENT CREATED USING THE PRODUCTS. FURTHERMORE, THE ON-PREMISE SOFTWARE MAY ENABLE THIRD PARTIES TO ADD COMMENTS, ATTACHMENTS OR OTHER CONTENT ("THIRD PARTY CONTENT") TO AN INSTANCE OF THE ON-PREMISE SOFTWARE OPERATED BY CUSTOMER, CUSTOMER WILL BE RESPONSIBLE FOR MODERATING AND CONTROLLING SUCH CONTENT AND CUSTOMER, NOT MADCAP SOFTWARE, ASSUMES THE RISK OF ALL SUCH THIRD PARTY CONTENT. MADCAP SOFTWARE SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO ANY SUCH THIRD PARTY CONTENT OR ITS EFFECTS. THE ON-PREMISE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. MADCAP SOFTWARE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

MADCAP SOFTWARE INDEMNITY.

Indemnity. MadCap Software, at its expense, will defend Customer and its Affiliates and their respective officers, directors and employees (the "Customer Indemnified Parties") from and against all actions, proceedings, claims, and demands brought by a third party (a "Third Party Claim") alleging that the Products received by Customer under the applicable Order Form, as of the delivery date, infringe or misappropriate any Intellectual Property Rights of such third party, and will pay all damages, costs, and expenses, including reasonable attorneys' fees, incurred by the Customer Indemnified Parties from any such Third Party Claim. Notwithstanding anything to the contrary in this Agreement, the foregoing obligations will not apply with respect to a claim of infringement or misappropriation to the extent that claim arises out of or relates to (i) the Customer Data or specifications or requirements provided by or on behalf of Customer; (ii) use of the Products in combination with any software, hardware, network, technology, or system not supplied by MadCap Software; (iii) any modification of the Products other than by MadCap Software; or (iv) use of the Products other than as authorized under this Agreement.

Mitigation. If any Third Party Claim which MadCap Software is obligated to defend has occurred, or in MadCap Software's determination, is likely to occur, MadCap Software may, at its option (i) obtain for Customer the right to continue using the Products; (ii) replace or modify the Products so that they avoid such claim; or if such remedies are not reasonably available, (iii) terminate the applicable Order Form and provide Customer with a refund of any unused fees Customer prepaid to MadCap Software for the infringing Products.

Procedures. MadCap Software's obligations under this Section 13 (MadCap Software Indemnity) are conditioned upon (i) being promptly notified in writing of any Third Party Claim under this Section, (ii) having the sole and exclusive right to control the defense and settlement of the Third Party Claim, and (iii) the Customer Indemnified Parties providing all reasonable assistance (at MadCap Software's expense and reasonable request) in the defense of such Third Party Claim. In no event will a Customer Indemnified Party settle any claim without MadCap Software's prior written approval. The Customer Indemnified Party may, at its own expense, engage separate counsel to advise it regarding a Third Party Claim and participate in the defense of the Third Party Claim, subject to MadCap Software's right to control the defense and settlement.

Sole Remedy. THE TERMS OF THIS SECTION 13 (MADCAP SOFTWARE INDEMNITY) STATE MADCAP SOFTWARE'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE PRODUCTS.

CUSTOMER INDEMNITY.

Indemnity. Customer will, at its expense, defend MadCap and its Affiliates and their respective officers, directors, and employees (the "MadCap Software Indemnified Parties") from and against any and all Third Party Claims (i) alleging that the Customer Data infringes, misappropriates, or violates any third party's privacy or Intellectual Property Rights; (ii) arising out of or relating to (x) any representations or warranties made by Customer to any third party or (y) any claims made by or on behalf of any third party pertaining to Customer's use of the Tracking Code or Customer Data; or (iii) alleging violation of Customer's obligations of privacy to any third party, and will pay all damages, costs, and expenses, including reasonable attorneys' fees, incurred by the MadCap Software Indemnified Parties from any such Third Party Claim.

Procedures. Customer's obligations under this Section 14 (Customer Indemnity) are conditioned upon (i) being promptly notified in writing of any Third Party Claim under this Section, (ii) having the sole and exclusive right to control the defense and settlement of the Third Party Claim, and (iii) the MadCap Software Indemnified Parties providing all

reasonable assistance (at Customer's expense and reasonable request) in the defense of such Third Party Claim. In no event will a MadCap Software Indemnified Party settle any claim without Customer's prior written approval. The MadCap Software Indemnified Party may, at its own expense, engage separate counsel to advise it regarding a Third Party Claim and to participate in the defense of the Third Party Claim, subject to the Customer's right to control the defense and settlement.

CONFIDENTIALITY.

Definition of Confidential Information. "Confidential Information" means any and all non-public information disclosed by one party or its Affiliates (the "Disclosing Party") to the other party or its Affiliates (the "Receiving Party") in any form or medium, whether oral, written, graphical, or electronic, pursuant to this Agreement, that is designated confidential or proprietary, or that a reasonable person should understand is confidential or proprietary. Confidential Information includes, but is not limited to: the terms of this Agreement, information related to either party's technology, products, know-how, trade secrets, specifications, customers, business plans, pricing information, promotional and marketing activities, finances, and other business affairs, and with respect to MadCap Software, the MadCap Properties.

Nondisclosure Obligations. The Receiving Party will not use the Confidential Information of the Disclosing Party for any purpose other than as necessary to fulfill its obligations or to exercise its rights under this Agreement, and by MadCap Software to improve the MadCap Offerings (the "Purpose"). The Receiving Party will not disclose Confidential Information of the Disclosing Party to any third party; provided that the Receiving Party may disclose Confidential Information to its employees, contractors, advisors, or representatives who need access to such Confidential Information for the Purpose and who are subject to written confidentiality obligations at least as stringent as the obligations set forth in this Section 15 (Confidentiality). Each party accepts responsibility for the actions of any individual or entity to whom it provides the other party's Confidential Information, and will protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party upon becoming aware of a breach or threatened breach hereunder, and will cooperate with any reasonable request of the Disclosing Party in enforcing its rights.

Exceptions to Confidential Information. Confidential Information does not include information which: (i) is known by the Receiving Party prior to receipt from the Disclosing Party, free of any obligation of confidentiality; (ii) becomes known to the Receiving Party from a third party free of any obligation of confidentiality; (iii) lawfully becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process, or government regulation, but only after it notifies the Disclosing party (if legally permissible) to enable the Disclosing party to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense.

Injunctive Relief. The Parties agree that any unauthorized disclosure of Confidential Information would cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

LIMITATION OF LIABILITY.

LIABILITY CAP. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF MADCAP AND ITS AFFILIATES AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE INITIAL INCIDENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS UNDER THIS AGREEMENT WILL NOT ENLARGE SUCH LIMIT.

EXCLUSION OF CERTAIN DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MADCAP SOFTWARE BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES FOR BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE, OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF MADCAP SOFTWARE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MADCAP SOFTWARE BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

EXCEPTIONS. THE FOREGOING LIMITATIONS ON LIABILITY AND DISCLAIMERS OF DAMAGES SHALL NOT APPLY TO LIABILITY OF MADCAP SOFTWARE FOR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

TERM AND TERMINATION.

Term. Each Order Form and Statement of Work begins on its effective date and, unless earlier terminated in accordance with the terms of this Agreement, continues in effect through the term set forth therein. Unless earlier terminated in accordance with the terms of this Agreement, this Agreement will become effective on the Effective Date and continue in effect until all Order Forms have expired or been terminated (the "Term").

SaaS Service Term. Unless otherwise agreed in writing, the term for SaaS Services will commence on the effective date of the applicable Order Form and continues in effect until the expiration of the subscription term indicated in the applicable Order Form (the "Initial SaaS Term"), after which the term shall automatically renew for additional successive terms of length equal to the Initial SaaS Term (each a "SaaS Renewal Term," and together with the Initial SaaS Term, the "SaaS Term") at MadCap Software's then-current renewal pricing, unless a party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current SaaS Term. Customer agrees to be invoiced or charged for the applicable renewal fees in accordance with the same payment schedule and for the same level of SaaS Services as Customer's then-current SaaS Services subscription.

On-Premise Software Term. Notwithstanding anything to the contrary, the term for On-Premise Software shall commence on the date of license key generation and unless earlier terminated in accordance with the terms of this Agreement, shall remain in effect for an initial subscription period as indicated on the Order Form (the "Initial On-Premise Term"). In the event the Initial On-Premise Term is for a finite length of time, unless otherwise agreed on the Order Form, the term shall automatically renew for additional successive terms of length equal to the Initial On-Premise Term (each an "On-Premise Renewal Term," and together with the Initial On-Premise Term, the "On-Premise Term") at the then-current renewal pricing, unless a party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current On-Premise Term. Customer agrees to be invoiced or charged for the applicable renewal fees in accordance with the same payment schedule and for the same level of On-Premise Software license as the Initial On-Premise Term.

Termination for Cause. Either party may terminate this Agreement or any Order Form or Statement of Work (i) on at least thirty (30) days' written notice to the other party of a material breach of this Agreement by such other party if such breach remains uncured at the expiration of such period (or immediately if the material breach is not capable of being remedied); or (ii) immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors.

Effect of Termination or Expiration.

Termination of Rights to Use. On termination or expiration of any Order Form, Customer's license or subscription to the Products under the applicable Order Form will terminate and Customer and all Authorized Users will immediately cease use of such Products and either uninstall or destroy the On-Premise Software and Auxiliary Programs. Upon request by MadCap Software, Customer will certify in writing to MadCap Software that all copies of such On-Premise Software and Auxiliary Programs have been uninstalled or destroyed, and are no longer in use. On termination or expiration of this Agreement, each Receiving Party will return or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control. Notwithstanding the foregoing, MadCap Software will retain and make any Customer Data stored in the SaaS Service available on request by Customer in the format in which it is stored in the SaaS Service for a period of thirty (30) days following the effective date of termination. After such thirty (30)-day period, MadCap Software will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control. For the avoidance of doubt, termination of one Order Form will not terminate any other Order Form.

Payment upon Termination. On expiration or termination of any Order Form, Customer will pay MadCap Software any unpaid fees and expenses covering the remainder of the term of such Order Form.

Survival. The following provisions will survive expiration or termination of this Agreement: (i) any payment obligations of Customer hereunder; and (ii) 8 (Pricing, Invoicing, and Payments), 9 (Taxes), 10 (Restrictions), 11 (Ownership), 13 (MadCap Software Indemnity), 14 (Customer Indemnity), 15 (Confidentiality), 16 (Limitation of Liability), 17 (Term and

Termination), 23 (Data Protection and Security), 24 (Notices), and 26 (Governing Law). The expiration or termination of this Agreement does not affect any rights which accrued before the date of expiration or termination.

AUDIT. Customer grants MadCap Software, or its designated agent, the right to audit Customer's use of the Products, on reasonable notice and during normal business hours, once in any twelve (12)-month period. Customer will reasonably cooperate with the audit and provide access to all records reasonably requested to verify Customer's use of the Products as permitted by this Agreement. Customer will, without prejudice to other rights of MadCap Software, promptly address any non-compliance identified by the audit.

INDEPENDENT CONTRACTORS. The parties are independent contractors and will so represent themselves in all regards.

FORCE MAJEURE. Except for Customer's payment obligations hereunder, neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including acts of God, war, acts of terrorism (whether actual or threatened), riot or civil unrest, failure of electrical, Internet, co-location or telecommunications service, non-MadCap Software applications, denial of service or similar attacks, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, epidemics, quarantines, or energy crises.

ASSIGNMENT. Neither party may transfer or assign this Agreement, in whole or in part, without the other's prior written consent. Notwithstanding the foregoing, MadCap Software, Inc. may, without Customer's consent, assign this Agreement in its entirety to an entity who acquires all or substantially all of its business or assets, or in connection with a change in control (through merger, consolidation, reorganization, operation of law or otherwise). Any assignment in violation of this Section will be void and of no effect. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

COMPLIANCE WITH LAWS.

By MadCap Software. MadCap Software will comply with all laws and regulations that apply to its provision of the MadCap Offerings, including applicable Privacy Laws. However, MadCap Software is not responsible for compliance with any laws or regulations that apply to Customer or Customer's industry that are not generally applicable to information technology service providers. MadCap Software does not determine whether Customer Data includes information subject to any specific law or regulation.

By Customer. Customer will comply with all laws and regulations that apply to its use of the MadCap Offerings, including applicable Privacy Laws. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls, and for determining whether the SaaS Service is appropriate for storage and processing of information subject to any specific law or regulation. Customer acknowledges and agrees that the On-Premise Software may communicate automatically with cloud-based technology to function and to make any On-Premise Software or other services offered by MadCap Software more effective. Customer further acknowledges and agrees that Customer may withdraw consent to such communication only by uninstalling and/or deactivating the On-Premise Software.

DATA PROTECTION AND SECURITY.

As between MadCap Software and Customer, Customer is the data controller of the Personal Information and MadCap Software shall process Personal Information only as a data processor acting on behalf of Customer in order to perform its obligations under this Agreement.

MadCap Software will process Personal Information in accordance with the terms of this Agreement and its Privacy Policy. The parties agree that the Customer's complete and final instructions are set out in this Agreement. Processing outside the scope of these instructions (if any) will require prior written agreement between Customer and MadCap Software with additional instructions for processing. In the event of a conflict between the terms of this Agreement and the Privacy Policy, the terms of this Agreement will control with respect to the MadCap Software Offering being purchased under this Agreement.

MadCap Software has implemented and will maintain and follow commercially reasonable technical and organizational measures intended to protect Personal Information against accidental, unauthorized, or unlawful access or disclosure. Notwithstanding the above, Customer is responsible for its secure use of the Products, including securing its account authentication credentials, protecting the security of Personal Information when in transit to and from the SaaS Service, and taking any appropriate steps to securely encrypt or backup any Personal Information uploaded to the SaaS Service.

If MadCap Software becomes aware of any loss, disclosure, or unauthorized use of Personal Information under the custody or control of MadCap Software (a “Security Incident”), MadCap Software will (i) promptly notify Customer of the Security Incident (provided that such notification may be delayed as required by a law enforcement agency); (ii) take reasonable steps to address any Security Incident and prevent any further Security Incident; and (iii) at Customer’s request, take commercially reasonable steps to assist Customer in complying with its obligations under applicable Privacy Laws pertaining to responding to a Security Incident.

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Microsoft.IdentityModel.Clients.ActiveDirectory 5.2.8 DLL

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Microsoft.OWin 3.0.1 DLL

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Microsoft ASP.NET Web API 5.2.3 DLL

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MiniProfiler 4.2.22 DLL

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NewRelic.Agent.Api 9.1.1 DLL

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Newtonsoft.Json 13.0.2 DLL

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NLog 4.7.15 DLL

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NLog.Targets.Loki 1.4.4 DLL

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NodaTime 2.4.18 DLL

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Novell.Directory.Idap classes (version released 2003) DLL

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Novell.Directory.Ldap.Utilclass.DN.cs
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Npcap 1.72 DLL

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- * The ieee80211_radiotap.h header file from David Young

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Version 1.0

Last updated: 28 June 2022

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PCLCrypto 2.0.147 DLL

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Polly 5.9.0 DLL

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ProtectedData 4.1.3 PowerShell Module

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Protobuf-net 2.4.0 DLL

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Ptglib (version released 4/31/1992) DLL

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qclib (Query Capacity Library) 2.3.2 DLL

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Quartz.NET 2.6.2 DLL

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Sharpcompress 0.24.0 DLL

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Slf4j API 1.7.2 JAR

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SQLite 3.38.5 DLL

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Sustainsys.Saml2 1.0.2 DLL

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System Buffers 4.4.0/4.5.1 DLL

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System.Memory 4.5.3/4.5.4 DLL

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System.Runtime 4.3.0 DLL

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System.Threading.Tasks.Dataflow 4.11.1 DLL

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Utf8Json 1.3.7 DLL

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Utfcpp 3.2.2 DLL

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Validation 2.4.22 DLL

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Version 2.0, January 2004

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Webgrease 1.5.2 DLL

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WinPcap 4.1.0 DLL

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Zlib 1.2.13 DLL

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