

Software Terms and Conditions

1. DEFINITIONS

"Affiliate" means any legal entity that is owned by a party hereto, that owns such party, or that is under common ownership with such party. Ownership means control of more than a 50% interest.

"Customer" means the legal entity referred to on the Order Form.

"Customer Data" means any electronic data, information, or material provided, submitted and/or processed by Customer through the Solution.

"Database Model" means the database model generated through operation of the Design Tooling, based on the data sources, implementing 5Y's data vault design.

"Design Tooling" means the spreadsheets 'Raw Data Vault', 'Information marts' and 'Power BI Design' that contain code to generate the Database Model

"Effective Date" means the date on which the Solution is first available for Customer use (i.e., by installation in the Customer's environment).

"Enhancement" means any enhancement or other modification to the Solution made by 5Y, excluding any Upgrade.

"Hosting Platform" means the platform provided on or by the Microsoft Azure™ Cloud environment to host the Solution.

"Intellectual Property Rights" means any of these rights, namely:

- (i) patents, trade marks, rights in design, get-up, trade, business or domain names, copyrights including rights in computer software and databases (including database rights) and topography rights (in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them), and where applicable any associated goodwill;
- (ii) rights in inventions, know-how, trade secrets and other confidential information;
- (iii) any other intellectual property rights which may exist at any time in any part of the world;

"Licensed Configuration" means the number of data source instances, or number and scope of alternate data sources, that the Customer is entitled to use from time to time (in accordance with the Order Forms).

"Modification" has the meaning given in Clause 3.6.

"Order Form" means each document, in the form provided by 5Y, under which the Customer orders the Solution in the Licensed Configuration (or subsequently expands the Licensed Configuration).

"Subscription" means Customer's purchase of the right to access and use the Solution.

"Subscription Term" means the term of the Subscription as specified in the Order Form, as may subsequently be extended by further Order Forms, or terminated early in accordance with this Agreement.

"Solution" means 5Y's data platform offering, which is a data platform with solutions for various data sources, including in particular the Design Tooling and Database Model, and including any Modification.

"Upgrade" means any new offering for which 5Y charges a separate fee and/or that has a value and utility separate from the use of the Solution and is priced and offered separately therefrom.

2. SUBSCRIPTION AND SUBSCRIPTION FEES

- 2.1. By signing or submitting an Order Form, upon acceptance by 5Y, the Customer purchases the right to access and use the Solution (including the Design Tooling), and to receive Enhancements, during the Subscription Term.
- 2.2. Subject to Customer's compliance with the terms of this Agreement and in consideration of Customer's purchase of a Subscription, 5Y hereby grants to Customer a non-transferable, non-sub-licensable, and non-exclusive licence:
 - 2.2.1. during the Subscription Term, to access and use the Solution (other than the Database Model) pursuant to the terms of its Subscription; and
 - 2.2.2. on a perpetual basis, to use the Database Model.
- 2.3. Whether during or after the Subscription Term, the Solution and its constituent parts may only be used for Customer's internal purposes and accessed for such purposes subject to any restrictions set out in the Order Form and accessed for such purposes by Customer's employees and other personnel authorised by Customer (collectively, "**Users**"), including outside consultants working for Customer. Customer shall be liable for the acts and omissions of all Users and anyone obtaining access to the Solution via the Customer, and shall ensure their compliance with the terms of this Agreement. Customer's use of the Solution in any configuration other than in its Licensed Configuration shall give rise to additional fees at 5Y's then-current price list.
- 2.4. If Customer wishes to expand its then-current Subscription to add additional data sources, and/or other third party data sources, Customer's administrator will submit an order to 5Y therefor. Unless otherwise specified in the relevant Order Form, (i) the term of the additional licences will be coterminous with the expiration of the then-current Subscription Term and (ii) the fees for the additional licences will be the fees specified in the Order Form for that Subscription Term and, thereafter, 5Y's then-current list price unless otherwise agreed to in writing.
- 2.5. If any of Customer's Affiliates wish to use the Solution for their internal business purposes, such Affiliate must enter into a subscription agreement directly with 5Y for the Solution.
- 2.6. Customer's rights in the Solution will be limited to those expressly granted in this Agreement and the Order Form. Elements of the Solution are produced utilizing Apache 2.0 DBT, an open source tool whose licence is available in Appendix 1. 5Y has modified the code to create 5Y DT for which it owns the Solution and reserves all rights and licences therein and thereto not expressly granted to Customer under this Agreement. 5Y does not own the DBT code and use of such is subject to the Apache 2.0 license agreement.
- 2.7. Promptly following the Effective Date, 5Y will commence work on the Solution, including the implementation of the Licensed Configuration and agreed modifications and customisations thereof as set forth in a separate professional services agreement signed between 5Y and Customer.
- 2.8. 5Y will: (i) in addition to its confidentiality obligations under Section 9 below, not use, edit or publicly disclose the Customer Data; (ii) encrypt the Solution; provided that Customer (and its Hosting Platform pursuant to a separate agreement between Customer and Microsoft) will be responsible for all data privacy and security matters with respect to its Subscription and the Customer Data therein or thereon; and (iii) ensure that the Solution is delivered to Customer, functioning substantially as set forth in 5Y's online documentation. For clarity, 5Y will not be responsible for any aspect of the Solution's performance following the point of delivery.
- 2.9. The Subscription fees exclude: (i) Hosting Platform fees charged by Microsoft, including fees for Customer's access to and use of Microsoft's Power BI offering in conjunction with 5Y's common data platform, and (ii) implementation/setup costs that will be charged separately by 5Y under a separate written agreement (see Section 3 below). Subscription fees will be paid annually in advance.
- 2.10. 5Y's fees are exclusive of all sales, use, and value added taxes assessed against Customer's use of the Solution, if any ("**Taxes**"), and Customer is responsible for payment of all Taxes. If 5Y

is legally obligated to pay or collect Taxes, the appropriate amount will be invoiced to and paid by Customer unless Customer provides 5Y with a valid tax exemption certificate authorised by the appropriate taxing authority.

3. LICENCE RESTRICTIONS; INTELLECTUAL PROPERTY RIGHTS

- 3.1. Customer will not: (i) modify, reverse analyse or decompile the Licensed Solution nor the Design Tooling nor will it attempt to determine protocols from the Design Tooling in any way or create any derivative works based on the Subscription Solution, (ii) sublicense, allow access to, lease, time-share, transfer, assign its licence in or sell the Solution or its Subscription to any person or entity as a standalone product or in part nor make any commercial use thereof except as expressly permitted herein, (iii) obscure or remove any copyright or trademark notices from the Solution, (iv) create Internet 'links' to or from the Solution, or (v) 'frame' or 'mirror' any portion of the Solution or 5Y's proprietary know-how and information therein other than for the Customer's own internal business purposes.
- 3.2. As set forth above, at all times during and after each Subscription Term, excluding only the limited rights granted to Customer hereunder, 5Y will own and retain all right, title and interest in and to the Solution with the exception of the Apache 2.0 DBT code, including all Enhancements and all intellectual property and proprietary rights therein. This Agreement does not and will not be construed as transferring ownership rights of any description in the Solution, its documentation or any related materials to Customer or to any third party at any time.
- 3.3. Customer will ensure that its employees, contractors and any third parties who use or are otherwise granted access to the Solution comply with the terms of this Agreement and the licence restrictions set forth herein and, as between Customer and 5Y, Customer will be liable for any breach of this Agreement by any such person or party.
- 3.4. Customer will not use, and Customer will ensure that its Users do not use, the Solution in a manner that: (i) is prohibited by any law or regulation, (ii) violates or facilitates the violation of any law or regulation, or infringes upon the rights of any third party, including patents, copyrights, trademarks or other intellectual property rights, trade secret rights, privacy rights, rights of publicity or other personal or proprietary rights, and/or (iii) gives rise to any claim of libel, defamation or obscenity. Customer and its Users will not violate or tamper with the security of the Subscriptions or the Solution. Customer is solely responsible for: (a) use of the Subscriptions by its Users and (b) all Customer Data used and deployed by Customer and/or its Users via the Subscriptions.
- 3.5. As between 5Y and Customer, all Customer Data, whether posted by Customer, 5Y or any third parties, remains the sole property of Customer. Customer Data will be considered Customer's Confidential Information, subject to the terms of this Agreement. 5Y may access Customer's User accounts, including Customer Data, to respond to service or technical problems.
- 3.6. As and when requested by Customer during the term of this Agreement, 5Y will provide services related to the Solution to Customer as described in each work order, statement of work or like document signed by both Customer and 5Y. 5Y's services may include: (i) consulting services, training, upgrade services, support and maintenance, implementation services, application design, systems analysis and design, third-party program installation, conversion and implementation planning; and (ii) modifications, additions or customisations to the Solution to accommodate Customer's internal business requirements ("**Modifications**").
- 3.7. During the Subscription Term and for twelve (12) months thereafter, 5Y retains the right to audit the Customer's use of the Solution (no more frequently than once in any 12 month period) to determine the number and scope of data sources in use by giving 30 days' prior written notice. If the audit finds that the number of data sources would have resulted in an increased platform tier requirement, 5Y will invoice and the Customer shall pay the pro-rata subscription fee from the first date the increase would have occurred to the later of: (i) the end of the Subscription Term; and (ii) the date on which the Customer brings its use within the scope of its licence (by cessation of use, reducing the number and scope of data sources, or by increasing its Licensed Configuration).

4. INDEMNIFICATION

4.1. Intellectual Property Indemnification

- 4.1.1.** 5Y will indemnify, defend and hold Customer and its officers, directors, employees, shareholders, contractors, agents, representatives and successors and assigns (for purposes of this Section 4.1.1, collectively, "**Indemnified Persons**") harmless from and against (i) any and all third party claims that any Solution made available to Customer through its Subscription infringes on any copyright, patent or other proprietary right of any third party or misappropriates any trade secret of a third party (for purposes of this Section 4.1.1, each, an "**Infringement Claim**") and (ii) all losses, liabilities, damages and expenses (including reasonable legal fees) incurred by Indemnified Persons in connection therewith to the extent of any damages finally incurred by Indemnified Persons in the judicial or arbitrated resolution of such claim or in a monetary settlement thereof.
- 4.1.2.** Customer will indemnify, defend and hold 5Y and its officers, directors, employees, shareholders, contractors, agents, representatives and successors and assigns (for purposes of this Section 4.1.2, collectively, "**Indemnified Persons**") harmless from and against (i) any and all third party claims that the Customer Data infringes on any copyright, patent or other right of any third party or misappropriates any trade secret of a third party (for purposes of this Section 4.1.2, each, an "**Infringement Claim**") and (ii) all losses, liabilities, damages and expenses (including reasonable legal fees) incurred by the Indemnified Persons in connection therewith to the extent of any damages finally incurred by Indemnified Persons in the judicial or arbitrated resolution of such claim or in a monetary settlement thereof.
- 4.2.** If an Infringement Claim results in Customer's use of the Solution being enjoined or otherwise precluded, 5Y, at its sole option, will (i) replace the affected Solution with a compatible, functionally-equivalent, and non-infringing offering; (ii) modify the Solution to create a compatible, functionally-equivalent, and non-infringing offering; or (iii) obtain a licence for Customer to continue to use the affected Solution; provided that, notwithstanding anything to the contrary herein, if none of the foregoing is commercially practicable as determined by 5Y, Customer's licence to use the affected Solution may be terminated by 5Y upon notice without any additional fees due from Customer to 5Y. Promptly following such termination by 5Y, 5Y will refund any prepaid fees relating to the provision of the Solution in the period after termination takes effect.
- 4.3.** Each party's performance of its obligations under this Clause 4 represents its total liability and the other party's sole remedy with respect to any Infringement Claim.
- 4.4.** Notwithstanding the foregoing, 5Y will have no obligation hereunder for any Infringement Claim which arises by reason of (i) misuse of any Solution or a Subscription by Customer or a third party, including use in breach of the terms of this Agreement and (ii) the combination, operation, or use of any Solution with equipment, software, and/or data not supplied by 5Y if an Infringement Claim would not have occurred but for such combination, operation, or use.
- 4.5.** The indemnitee will provide prompt written notice to the indemnitor of any Infringement Claim subject to indemnity; provided that failure to give such notice will not reduce the indemnitor's obligations hereunder except to the extent that the indemnitor is prejudiced thereby. The indemnitor will control the defense and settlement of any Infringement Claim hereunder, provided that the indemnitee may participate in the defense and settlement of such Claim with its own counsel at its own expense. The indemnitee will provide all reasonable cooperation and assistance requested by the indemnitor in the defense and settlement of any Infringement Claim at the indemnitor's expense. The indemnitor will not be responsible for any costs incurred or compromise made by the indemnitee without the indemnitor's prior written consent. The indemnitor may not enter into any settlement that imposes on the indemnitee any liability beyond that indemnified without the indemnitee's prior written consent.

4.6. Indemnification by Customer

Customer will indemnify, defend and hold 5Y, including its officers, directors, employees,

shareholders, contractors, agents, representatives and successors and assigns, harmless from and against any and all:

- 4.6.1. losses arising out of the use of any part of the Solution provided to the Customer other than in accordance with this Agreement; and
- 4.6.2. third party claims arising out of or incurred in connection with Customer's use of the Solution via its Subscription, excluding Infringement Claims covered by Clause 4.1.

5. LIMITED WARRANTY

- 5.1. Commencing on the Effective Date and continuing for thirty (30) days thereafter (the "**Warranty Period**"), 5Y warrants that the Solution will function in all material respects in accordance with its online documentation. If notified by Customer in writing of a problem during the Warranty Period, 5Y will use all commercially reasonable efforts at no charge to make the Solution function as warranted; provided that, if 5Y is unable to do so within a reasonable time, 5Y, at its option, may refund to Customer the Subscription fees paid by Customer to 5Y for the Solution, Customer will cease all use of the Solution, and this Agreement will then terminate. The foregoing states 5Y's entire liability, and Customer's exclusive remedy, for any breach of warranty hereunder.
- 5.2. The foregoing warranties are in lieu of, and this agreement expressly excludes, all other warranties, either express or implied, oral or written, including (1) any warranty that the program is error-free, will operate without interruption or is compatible with all equipment and program configurations and (2) any and all implied warranties of merchantability, fitness for a particular purpose and non-infringement.

6. LIMITATION LIABILITY

- 6.1. Excluding (i) any damages arising out of (a) either party's gross negligence or wilful misconduct, including wilful misappropriation of the other party's confidential information or intellectual property, or (b) any amount payable under an indemnification obligation and (ii) payments due from Customer to 5Y in the ordinary course hereunder, neither party will be liable to the other party for any consequential, special or punitive damages incurred or suffered by the other party, whether the basis of liability is breach of contract, tort (including negligence and strict liability), statute or any other legal theory, and each party's total liability to the other party under this agreement, from all causes of action and under all theories of liability, will be limited to the subscription fees actually paid by subscriber for the program in the six months prior to the date such liability accrued. 5Y shall have no liability under this Agreement to the extent it results from a breach by the Customer of this Agreement.
- 6.2. In line with the Apache 2.0 License, this contract does not create any liability for any of its contributors and indemnifies, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor.

7. ASSIGNMENT

- 7.1. Any assignment of the Agreement will require the prior written consent of the other party, which will not be unreasonably withheld or delayed. This Agreement will bind each party's successors and assigns and will inure to the benefit of each party's successors and assigns.

8. TERM AND TERMINATION

- 8.1. This Agreement will commence on the Effective Date. Delivery is deemed to be complete when the customer can reasonably initiate acceptance testing.
- 8.2. The Customer may terminate this agreement within 10 working days of the Delivery date if they identify a material deficiency within the software provided. A request to terminate must be sent to 5Y registered office. In the event of a termination notice being issued, 5Y Technology shall have 10 business days to provide a corrective update. The customer shall then re-test the software within 10 business days and confirm acceptance. 5Y Technology shall provide up to two rounds of corrective modifications for any Material Deficiencies identified during the

acceptance period Non material issues, enhancements, or minor usability concerns shall not be grounds for rejection.

- 8.3. On termination, Customer must promptly: (a) cease all access to and use of its Subscription and the Solution; and (b) delete all copies of the Design Tooling within its possession or control. The Customer will certify in writing that this has been complied with upon request by 5Y. The Customer acknowledges that if the Subscription terminates, and the Customer subsequently wishes to restart its Subscription, a gap fit analysis will be required and there may be costs required to bring the Customer's Solution back into a supportable state.
- 8.4. Termination will not relieve Customer of the obligation to pay any fees accrued and/or payable to 5Y through the effective date of termination. On termination, if any amounts remain payable by the Customer to 5Y, the licence to use the Database Model shall automatically be suspended until such time those sums are paid in full cleared funds.
- 8.5. 5Y Technology's total liability under this agreement shall be strictly limited to the amount paid by the Customer. Under no circumstances shall 5Y Technology be liable for indirect, special, consequential, or incidental damages, including loss of profits, data, or business interruption. The Customer shall indemnify and hold harmless 5Y Technology from any third-party claims arising from its use of the software.
- 8.6. Any provisions of this Agreement that, due to their nature, are intended to survive termination of this Agreement will survive such termination and be binding on the parties hereto.

9. CONFIDENTIALITY AND PUBLICITY

- 9.1. The Customer and 5Y each agree to keep confidential and not to disclose to any third party (other than to their employees, agents, subcontractors and legal and professional advisors, in each case strictly on a 'need-to-know' basis and under equivalent obligations of confidentiality) any information relating to the other's past, present and future research, development, business activities, products (including the Solution and the Design Tooling), services and technical knowledge, disclosed in connection with the Services and which is identified by the disclosing party as confidential information or which a reasonable person would deem to be confidential under the circumstances ("**Confidential Information**"). For the avoidance of doubt, the Design Tooling and data vault design is 5Y's Confidential Information.
- 9.2. The Customer and 5Y Technology each agree:
 - 9.2.1. not to make use of any Confidential Information of the other party for any purpose other than: (i) in accordance with this agreement; or (ii) as required by relevant Laws; and
 - 9.2.2. not to copy or reproduce any Confidential Information without the disclosing party's prior written consent except as reasonably needed to perform its obligations under this Agreement. The receiving party agrees to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care.
- 9.3. The obligations of confidentiality and non-use set out in this Clause 9 shall not apply to any Confidential Information where the receiving part can demonstrate that the Confidential Information concerned:
 - 9.3.1. is or becomes publicly known through no breach of this Clause 9;
 - 9.3.2. is lawfully received from an independent third party which was not, to be the receiving party's knowledge, under an obligation not to disclose such information;
 - 9.3.3. is already known to the receiving party with no obligation of confidentiality at the date it was disclosed by or obtained from the disclosing party;
 - 9.3.4. is disclosed without restriction by the disclosing party to any third party; or
 - 9.3.5. is independently developed by or for it without use of the Confidential Information.

- 9.4.** Subject to Clause 9.5, neither party may issue any advertising, press releases, public announcements or public disclosures relating to this Agreement which include the other party's name, trade names, or trademarks or which otherwise identifies the other party (including by inference or implication) without the other party's prior written consent (such consent not unreasonably to be withheld).
- 9.5.** Either party may indicate to third parties that 5Y Technology is providing services to the Customer. The Customer shall, if requested by 5Y Technology, act as a referee, by providing a written reference within a reasonable time and/or by making its personnel reasonably available to provide a telephone reference (in each case as requested).

10. GENERAL

10.1. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement

10.2. Entire Agreement; Amendment; Waiver; Severability

This Agreement (i) embodies the final, complete and exclusive understanding between the parties specifically with respect to the Subscription and the Solution, (ii) replaces and supersedes all previous oral or written agreements, understandings or negotiations between 5Y and Customer, (iii) may only be amended in a writing signed by each party hereto, (iv) may be signed in counterparts, both of which will constitute one and the same document, and (v) may be signed originally or electronically through an electronic portal with authentication or via scanned .pdf or similar format and such signature will be treated as the signatory's original signature. The parties are entering into this Agreement as independent entities and nothing herein will be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party will have the authority to enter into any contracts in the name of the other party or otherwise bind such other party. The failure of either party to enforce any provision of this Agreement will not be deemed a waiver of such provision or of the right of such party thereafter to enforce such provision. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect and the parties will negotiate in good faith a substitute valid and enforceable provision that most nearly gives effect to the parties' intent in entering into this Agreement.

11. DISPUTE RESOLUTION PROCEDURE

- 11.1.** If any dispute arises in connection with this Agreement, a representative of each party with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet (either physically or remotely) in good faith in an effort to resolve the dispute. If the dispute is not resolved at that meeting, either party may commence legal proceedings.
- 11.2.** Nothing in Clause 11.1 shall prevent either party from seeking urgent injunctive relief.

Appendix 1 - Apache License

Version 2.0, January 2004

<http://www.apache.org/licenses/>

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

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 - (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
 - (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
 - (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
 - (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. **Submission of Contributions.** Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
6. **Trademarks.** This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
7. **Disclaimer of Warranty.** Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
8. **Limitation of Liability.** In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and

grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. **Accepting Warranty or Additional Liability.** While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.