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Part I – General Terms

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"Program" means the proprietary software of Licensor delivered to Licensee.

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2.0 AGREEMENT STRUCTURE

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3.0 LICENSE

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3.1.6 For Trial Versions of the Software the Licensee hereby agrees to that, at the end of the Trial Period, all copies of all of the Materials, Programs, Confidential Information and Third-Party Software included are no longer being used by Licensee and are either removed from the Licensee's computer system or are otherwise made unusable after the end of the Trial Period. Your authorized representative shall certify to such removal or destruction upon request.

3.1.7 No other right is granted by this SLA, either expressly, by implication, or otherwise.

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- (iv) is or becomes part of the public domain through no wrongful act of Licensee or another person or entity.

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5.0 MISCELLANEOUS

5.1 Independent Parties. The parties to this SLA are independent entities. Nothing in this SLA shall be construed as creating a joint venture,

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5.3 Severability/Unenforceable Provisions. In the event that any provision of this SLA is found by a court of competent jurisdiction to be unenforceable, invalid, or illegal in any respect, the remaining provisions of this SLA shall be enforceable to the maximum extent possible.

5.4 Headings. The section headings used in this SLA are intended for reference purposes only, and shall not affect the interpretation or construction of any provision of this SLA.

5.5 Consent to Use of Non-Personal Data. The Licensee agrees that the Licensor and its subsidiaries may collect and use technical and related information, including but not limited to information about your hardware, system and software, and peripherals, that is gathered periodically to facilitate the provision of software updates, Software support and other services to Licensee (if any) related to the Software, and to verify compliance with this SLA. Licensor may use this information, as long as it is in a form that does not personally identify you, to improve Software of Licensor or to provide services or technologies to Licensee.

5.6 Force Majeure. Neither party shall be responsible for any delay or failure to perform obligations specified in this SLA due to causes beyond the party's reasonable control, including but not limited to strikes, civil disturbances, embargoes, parts shortages, manufacturing difficulties, riots, wars, fires, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental authority.

5.7 Complete Agreement. This SLA, together with any separate ordering document executed between you and Licensor, represents the sole and exclusive agreement between the parties, and supersedes and cancels any previous agreement, whether written or oral, between the parties with respect to the subject matter of this SLA. Neither party shall be bound by any term, provision, condition, definition, guarantee, or representation other than those set forth herein.

5.8 Waiver. The failure of either party to enforce any section or part of this SLA, or any right under this SLA, shall not be construed as a waiver of such provision or right to subsequently enforce that or any other provision of this SLA.

5.9 Assignment. Licensee may not assign either this SLA (in whole or part) or any of the rights or obligations arising from it without the express, written consent of Licensor. Any attempted assignment shall be null and void. Licensor may freely assign this SLA in whole or part, including any specific rights or obligations of Licensor hereunder.

5.10 Geographic Scope and Governing Law.

5.10.1 Governing Law. Both parties agree to the application of the laws of the country in which

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5.10.2 Jurisdiction. All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license.

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5.12 Termination. The SLA shall be effective as long as Licensee possesses a valid, non-expired license key provided by Licensor, unless earlier terminated. You may terminate this SLA at any time by returning and/or destroying the Software and Materials together with all copies. This SLA will also terminate immediately without notice from Licensor if you fail to comply with any provision of this SLA. All licenses to the Software terminate automatically when this SLA terminates, and you must destroy all copies of the Software and Materials, including any updates or prior versions, upon termination of this SLA. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

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5.14 Telemetry. Licensee acknowledges and accepts that Infovista products collect certain telemetry data in order to monitor and analyse the following aspects of the Infovista Software : (a) metadata of the software installation, (b) available license options, (c) usage, interaction between the user and the software, (d) basic health, quality & diagnostics, (e) where a company/customer use the licensed software; Infovista products shall NOT collect telemetry which may identify, directly or indirectly, any individuals.

4.0 Multiple country amendments to Part 1, Section 5.10. (Geographic Scope and Governing Law).

Arbitration. The following paragraph is added as a new Subsection 5.10.3 (Arbitration) as it applies for those countries identified below. The provisions of this Subsection 5.10.3 prevail over those of Subsection 5.10.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:

4.1 AMERICAS, EUROPE, MIDDLE EAST, AFRICA AND ASIA PACIFIC:

4.1.1 In the rest of the Americas and the Caribbean (excepting the United States of America and Canada), Europe, Middle East, Africa and Asia Pacific: Disputes, differences or questions arising out of or in connection with this Agreement will be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. The proceedings shall take place in the capital city of the country of Licensor's legal registered address and be conducted in the English language. The English language version of this Agreement prevails over any other language version. Licensor and Licensee undertake and agree that all arbitral proceedings conducted under this Article 5.10.3 shall be kept strictly confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

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Part 2 – Country-unique Terms

FOR LICENSES GRANTED IN THE LOCATIONS SPECIFIED BELOW, THE FOLLOWING TERMS REPLACE OR MODIFY THE REFERENCED TERMS IN PART 1. ALL TERMS IN PART 1 THAT ARE NOT CHANGED BY THESE AMENDMENTS REMAIN UNCHANGED AND IN EFFECT. THIS PART 2 IS ORGANIZED AS FOLLOWS:

1.0 Supplementary terms to Part 1, Section 1.0 (Definitions).

1.1 Definitions. The definition of "Licensor" in the second paragraph of 1.0 is replaced by the following definition:

"Licensor" means InfoVista S.A.S, 23 Avenue Carnot, 91300 Massy, France, or the Infovista's Affiliate or controlled entity who has processed the Licensee's purchase order.

2.0 Multiple country amendments to Part 1, Section 5.10.1 (Governing Law).

The phrase "the laws of the country in which Licensee obtained the Program license" in the first paragraph of 5.10.1 Governing Law is replaced by the following phrases in the countries below:

2.1 AMERICAS

2.1.1 In Canada and the United States of America (including its territories): the laws of the Commonwealth of Virginia, United States.

2.1.2 In the rest of the Americas and the Caribbean: the laws of Switzerland.

2.2 EUROPE, MIDDLE EAST, AND AFRICA

2.2.1 In Sweden, Denmark, Norway, Finland, Benelux, UK, Ireland, France, Austria, Germany, Poland, Lebanon, Israel, Greece and the Balkans: the laws of Sweden.

2.2.2 In Spain, Portugal, Italy, Switzerland, Commonwealth of Independent States (formerly the USSR), Middle East and Africa: the laws of Switzerland.

2.3 ASIA PACIFIC

2.3.1 In countries in the Asia Pacific region: the laws of Sweden.

3.0 Multiple country amendments to Part 1, Section 5.10.2 (Jurisdiction).

The following paragraph pertains to jurisdiction and replaces Subsection 5.10.2 (Jurisdiction) as it applies for those countries identified in bold below: "All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license except that in the countries identified below all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction":

3.1 AMERICAS

3.1.1 In Canada and the United States of America: the US Eastern District Court of Virginia.