

End-User License Agreement (EULA)

You are about to install software (the "Software") from RAMP Holdings Inc. ("RAMP"). By doing so or using the Software, you represent that you have been authorized to accept, and acknowledge your acceptance of, these terms (the "EULA") on behalf of the entity on whose behalf you are performing this installation ("Customer"). If you are not authorized or do not accept these terms, then RAMP is unwilling to license the Software and you should not proceed with the installation. Use of the Software without acceptance of these terms would be a violation of U.S. and international copyright laws and conventions.

RAMP hereby agrees to grant and Customer agrees to accept a non-exclusive, non-transferable license, without the right to sublicense, to use the Software as provided herein subject to the following terms and conditions:

- 1. The Software.** The Software performs activities in Customer's SharePoint environment in connection with RAMP's web-based SaaS offerings, and interacts with RAMP's SaaS offerings to send and receive data, receive and implement updates from RAMP, and manage configurations. The Software is designed to operate while Customer has an active subscription to use RAMP's SaaS offerings pursuant to a written Master Services Agreement or Trial Agreement (a "SaaS Agreement"). Installing the Software will make certain changes to your SharePoint environment, and will enable RAMP to implement and manage certain updates. Certain updates may require Customer to re-install a new version of the Software.
- 2. Right to Use:** The Software is provided in object code and is licensed for use by Customer solely in accordance with the terms and scope of use of the SaaS Agreement. Customer shall not copy the Software or remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels on, or embedded in, the Software.
- 3. Restrictions:** Customer shall not, and shall not permit any third party to: (i) use the Software in any manner other than as expressly authorized herein and in the SaaS Agreement; (ii) remove, modify, destroy or obscure any proprietary legends in, or displayed by, the Software; (iii) make modifications to the Software; (iv) sell, lease, rent, distribute, assign, sublicense or otherwise transfer, in whole or in part, the Software or any rights granted hereunder; (v) directly or indirectly modify, translate, decompile, disassemble or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software, or disable or evade any license management administration software of the Software; or (vi) make any changes in functionality of the Software.
- 4. Confidentiality:** Customer understands and agrees that the Software contains valuable trade secrets belonging to, and is the confidential and proprietary property of, RAMP. Customer agrees that it shall use all reasonable precautions to protect the confidentiality of the Software and that it shall not disclose, provide or otherwise make available the Software, or any proprietary or confidential information relating to the Software, to any other party or permit others to use it, except employees and agents of Customer who use it on Customer's behalf and are made subject to the terms and conditions of this Agreement, or as otherwise permitted by the SaaS Agreement.
- 5. Title:** RAMP retains all proprietary rights and title to the Software and any modifications thereof, and no ownership of any part of the Software is hereby transferred to Customer. Except for the express License granted herein, no other licenses are granted by RAMP by implication, estoppel or otherwise. Customer shall not have the right to use any of RAMP's trademarks, service marks or logos, including without limitation in advertising or marketing hereunder, without the prior written consent of RAMP.
- 6. Term and Termination:** This license shall continue so long as Customer is a bona fide customer of RAMP's web-based services pursuant to a SaaS Agreement and uses the Software in compliance with this Agreement and the SaaS Agreement. Should Customer breach any of its obligations, this license shall automatically terminate. This Agreement, the License granted herein, and RAMP's obligations hereunder shall automatically terminate if Customer makes a general assignment for creditors, is the subject of an involuntary petition in bankruptcy, or is subject to insolvency or dissolution proceedings, or otherwise becomes insolvent or files for protection under the bankruptcy laws. Upon termination or expiration, Customer shall cease all use of the Product and shall return to RAMP or destroy all copies of same as directed by RAMP.
- 7. Warranties and Disclaimers:** THE SOFTWARE IS PROVIDED "AS IS." RAMP DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS RELATING TO THE SOFTWARE WHETHER EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY, OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. Customer is responsible for the selection of the Software to achieve its intended results, and for the use and results obtained from the Software. RAMP does not warrant that use of the Software will be uninterrupted or error free, or that program errors will be corrected.
- 8. Limitation of Liability:** RAMP'S SOLE LIABILITY RELATING TO THE SOFTWARE SHALL BE AS EXPRESSLY AGREED UPON IN A WRITTEN SAAS AGREEMENT. IN NO EVENT SHALL RAMP BE LIABLE

TO CUSTOMER FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, MULTIPLE, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION AND LOST DATA, EVEN IF RAMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT SHALL RAMP'S LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND CUSTOMER'S USE OF THE SOFTWARE, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT EXPRESSLY AGREED UPON IN THE APPLICABLE SAAS AGREEMENT.

9. **Indemnification:** If Customer uses the Software without a signed SaaS Agreement, Customer shall defend, indemnify and hold harmless RAMP and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damage, settlement, costs or expense (including legal expenses and expenses of other professionals), as incurred, resulting from a third party claim resulting from, or arising out of, Customer's use of the Software.
10. **Miscellaneous:** This EULA, the license granted hereunder, the Software and any modifications thereto may not be assigned or in any way transferred without the prior written consent of RAMP or as expressly agreed in the SaaS Agreement. The terms of this Agreement shall be construed in accordance with the substantive laws of the Commonwealth of Massachusetts, United States of America, without giving effect to the principles of conflict or choice of law of such Commonwealth. The original of this Agreement has been written in English. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or to have this Agreement written in any language other than English. RAMP and Customer exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this Agreement. If any provision of this Agreement is held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision shall be constructed by limiting or reducing it so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. This Agreement represents the entire understanding between the parties with respect to its subject matter and supersedes all prior written and oral communications. This Agreement may not be modified except by a written agreement signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a written agreement signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.
11. **Export Control:** Customer acknowledges that the Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such laws and regulations.
12. **Conflict with SaaS Agreement.** In the event of a conflict between the terms of this EULA and the applicable SaaS Agreement, the SaaS Agreement shall govern.