ACTIVESTATE BUSINESS EDITION LICENSE, MAINTENANCE & SUPPORT AGREEMENT

Version effective date: January 12th, 2017

This Agreement establishes the terms under which ActiveState Software Inc., a corporation incorporated under the laws of Canada ("ActiveState") will license its software products to Licensee (as defined below). By clicking on the applicable "I agree" button, downloading, copying, installing, activating or otherwise using the Software (as defined below), the Licensee does so with the intent to electronically "execute" and agree to be bound by this Agreement. IF the Licensee DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, the Licensee has no right to use the Software and the Licensee should (a) return, delete, or disable the Software or (b) if the Licensee purchased product containing the Software from ActiveState or its reseller or distributor, return the purchased product to ActiveState or the applicable reseller or distributor from whom the Licensee obtained the product for a refund.

In the event that the Licensee issues any form of order to ActiveState authorizing the purchase of the license(s) for the Software, it is agreed that such order is issued exclusively for the purpose of confirming the Licensee's purchase of the specified item(s) and the price(s) thereof and that NO OTHER TERMS AND CONDITIONS SPECIFIED OR PREPRINTED ON OR OTHERWISE INCORPORATED IN THE LICENSEE'S ORDER SHALL ADD TO OR MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT, nor shall such terms and conditions affect either party's responsibility to the other party as set forth herein. A LICENSEE'S PURCHASE ORDER OR LICENSEE'S PAYMENT ACCEPTED BY ACTIVESTATE SHALL CONSTITUTE LICENSEE ACCEPTANCE OF ACTIVESTATE'S OFFER SUBJECT SOLELY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ActiveState reserves the right to reject any Licensee order. ACTIVESTATE WOULD NOT BE ABLE OFFER THE SOFTWARE ON AN ECONOMIC BASIS ON TERMS OTHER THAN THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. **Definitions**

 "Authorized Machine" means a single instance of the Software on a single instance of an Operating System. The Software cannot be deployed using thin-client technology for application deployment such as with terminal services, file server, remote desktop services environment, or XenApp or any similar environments where by more than a single user is concurrently accessing and or using the Software other than the use cases specifically permitted in Section 2, License Grant, herein. Any use case other than described in the foregoing requires a different license agreement from ActiveState.

"Authorized Use" means the non-exclusive rights to install and use one (1) Product Type with one (1) Software Version on one (1) single supported Operating System during the Term on a defined number of copies or installations/instances of the licensed Software that may be used by the Licensee, and where applicable, limited to the number of Authorized Machines, as designated in the Quote/Invoice issued by ActiveState.

"Confidential Information" means all information designated in writing as confidential by ActiveState, or which under the circumstances of disclosure reasonably ought to be considered as confidential. Confidential Information will include the Software, including all source and object code, and all associated Documentation.

"Fees" means the fees payable by the Licensee to ActiveState as specified in the Quote/Invoice.

"Intellectual Property Rights" means all present and future patent, copyright, confidential information, database rights, rights in designs, know-how, mask works, trademarks, service marks, trade and business names, domain names, trade secrets and any other similar rights in any country, whether registered or not and including all applications for such rights, throughout the world including all extensions and renewals.

 "Licensee" means the direct purchaser (or recipient, if purchased through a third party reseller), of an "ActiveState Business Edition" license, maintenance and support from ActiveState as identified in the Quote/Invoice referencing this Agreement.

 "Quote/Invoice" means the ActiveState offer whether it is made by website, e-commerce receipt/invoice, or document issued by ActiveState directly to or through a third party reseller to Licensee offering a license for the Software under the "ActiveState Business Edition" license and services, together with supported extensions (if any) for the term, price(s), copies/installations/instances, and "Ship to" Licensee location(s) described therein.

"Operating System" means supported platform of licensed Software such as Windows, Linux, Mac OSX, AIX, HP-UX, Solaris or other supported platform ActiveState may offer.

"Product Type" means the software language of the licensed Software such as ActivePerl, ActivePython, ActiveTcl, ActiveGo, ActiveRuby, ActiveNode, and or ActiveLua, or other dynamic languages ActiveState may offer from time to time.

"Software Version" means the number which identifies a specific version of the Product Type of the licensed Software (e.g. ActivePerl 5.8 where ActivePerl is the Product Type and 5.8 is the version of ActivePerl).

"Software" means the software licensed under the "ActiveState Business Edition" license as specified in the Quote/Invoice and for which a license is purchased by the Licensee pursuant to this Agreement, including the Product Type, Software Version and Operating System for such software. Such licensed Software shall include the guides and manuals for use of such licensed Software (the "Documentation").

"Supported Version" means the most current supported version of the Software identified on ActiveState's website.

"Trademarks" means the trademarks, whether registered or unregistered, used by ActiveState and/or its affiliates or their licensors.

2.   **License Grant**

Subject to the Licensee's compliance with the terms and conditions of this Agreement, including payment of the Fees, ActiveState hereby grants to Licensee, and Licensee hereby accepts, a worldwide, personal, revocable, limited, non-exclusive, non-transferable, non-sub-licensable right and license to download, install, and use the Software in accordance with the terms and conditions of this Agreement, including the Authorized Use specified on the Quote/Invoice. Licensee will not copy (except for archival

purposes) or distribute, adapt, alter, amend, modify, reverse engineer, decompile, disassemble or decode the Software. Except as expressly authorized under this Agreement, Licensee will not modify, rent, lease, loan, sell, make available, re-sell, offer for re-sale, distribute, sublicense, or create derivative works based on, the Software, in any manner, and Licensee will not exploit the Software in any unauthorized manner whatsoever.

Except to the extent expressly authorized by ActiveState, Licensee shall not alter, modify, remove, delete, or otherwise change ActiveState's Trademarks or other Intellectual Property Rights notices of ActiveState and/or its licensors, if any, appearing on the Software as delivered to Licensee or on any splash screens of the Software.

The Licensee only has the right to use the Software as either a bundled add-on to, or embedded component of, another application with such application being limited: i) for use by users within Licensee's own organization for internal use and or internal business operation purposes; ii) to a hosted application; iii) to a software-as-a-service offering or a subscription service where such software is hosted and not distributed to third party end users; or iv) for use as a component of another application and being distributed as an on-premise application to a third party of the Licensee.

Scope of License. This Software is not sold to Licensee but licensed for the duration of the Term. Licensee has no other rights to the Software except as specified in this Agreement. Unless applicable law gives Licensee more rights despite this limitation, Licensee may use the Software only as expressly permitted in this Agreement.

3. **Maintenance and Support**

ActiveState will make the Software available electronically for download by Licensee though ActiveState's My Account webpage at https://account.activestate.com/.

Provided Licensee has purchased a license for the Software that includes support and maintenance services, ActiveState will provide the following support services (the "Support Services"):

• Remote support for the build, installation, usage, configuration, and diagnosis (dependent on ActiveState's product life cycle) of the Software;
• Correction and or access to material errors, updates, upgrades, security advisories and bug fixes for the Software, when and if binary builds are available from ActiveState; and
• Providing online access to allow the Licensee to obtain Software patch level updates and to access available archival versions.

To provide the Support Services, ActiveState's support representatives will provide email support services TO A MAXIMUM OF ONE (1) LICENSEE CONTACT in respect of the Supported Version of the Software, Monday to Friday, 8am to 5pm PST, excluding U.S. Federal holidays. ActiveState will make commercially reasonable efforts to respond to each support request within two business days of the Licensee's request. Support inquiries should be addressed to Business-Support@ActiveState.com.

In the event ActiveState commits a breach of its obligations under this Section 3, ActiveState's sole obligation is to reperform the Support Services and Licensee will have no other remedies for such breach.

4. Maintenance and Support Restrictions

ActiveState reserves the right, at its sole discretion, to limit or cancel the Support Services, in whole or in part: (1) for any module, extension, script or other software program that has become obsolete or has been superseded by more recent modules, extensions, scripts or programs or (2) upon the discontinuance of support by the manufacturer of a platform, to limit or cancel support for such platform (the "Archived Platform") upon notice to Licensee. In such case, ActiveState will provide Licensee with the most recent stable version of the Software for the Archived Platform, so long as Licensee is current in payment of the Fees. Licensee acknowledges that the Support Services, including that for an Archived Platform, may, at ActiveState's sole discretion, be limited to ActiveState's commercially reasonable efforts and that major fixes may no longer be possible. ActiveState will provide the Support Services solely to Licensee's single designated contact. Licensee acknowledges and agrees that ActiveState is not obligated to provide the Support Services under this Agreement related to: Software design, system design, network design, architectural design, code development, optimizations, tuning recommendations, development or implementation of security rules or policies, hardware, or for third party software/modules/packages made available with the Software. ActiveState does not provide the Support Services for Software that Licensee has modified. For example, ActiveState does not provide Support Services for modified packages or modified source code. Licensee is responsible for testing the Software before deploying it in Licensee's production environment. ActiveState is not obligated to fix any identified maintenance and support issue covered under section 3 above, and ActiveState's sole obligation under this Agreement with respect to such maintenance and support issue is limited to response and diagnosis of the maintenance and support issue as specified.

ACTIVESTATE WILL NOT PROVIDE ANY SUPPORT TO LICENSEE'S THIRD PARTY CUSTOMERS.

5. Fees

Unless otherwise agreed in writing, Licensee will pay ActiveState the Fees within 30 days of receipt of ActiveState's invoice. All payments, fees and other charges payable by Licensee to ActiveState under this Agreement are exclusive of all taxes, levies and assessments of any jurisdiction. Licensee will bear, and be responsible, for the payment of all such taxes, levies and assessments imposed on Licensee or ActiveState arising out of this Agreement, excluding any tax based on ActiveState's net income. If Licensee is required to pay ActiveState a lower amount under this Agreement because of any withholding or tax, Licensee shall pay to ActiveState such grossed-up amount as would be necessary to provide ActiveState the full amount of the fees absent any withholding tax imposed on amounts payable under this Agreement.

6. Term and Renewal

The term of this Agreement shall be for one (1) year and shall commence as of the date of purchase (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically terminate unless the Licensee renews this Agreement by purchasing another license for the Software (provided that such Software has not been discontinued by ActiveState and is available for licensing from ActiveState) on the same terms and conditions as this Agreement (each a "Renewal Term"). Renewal Terms are only available to the Licensee if the Licensee is compliance with all of its obligations under this Agreement. "Term" means the Initial Term and any Renewal Term.

7. Re-instatement Policy

In the event that the Term has expired and Licensee then desires to reinstate this Agreement for the period between the expiration of the Term and the effective date of reinstatement, the Licensee may do so by notifying ActiveState of its desire to reinstate. Upon receipt of the Licensee's request for reinstatement, ActiveState will, at its sole option, determine whether to accept the Licensee's request. If ActiveState accepts the reinstatement request, Licensee will pay to ActiveState fees applicable for the license to the Software for the period to be reinstated (the "Renewal Fee") plus a re-instatement fee equal to the current standard Software license fees that would have been invoiced during the unlicensed period (the "True-up Fees") plus an additional 50% late fee of the total True-up Fees.

8.   Limited Software Warranty and Remedy

During the Term, provided the Licensee is current in payment of all Fees, taxes, and charges hereunder (the "Warranty Period"), ActiveState warrants to Licensee that the Software as delivered to Licensee: (1) is compatible with the operating systems identified in the Documentation; (2) will operate in conformance with all Documentation and specifications applicable thereto; (3) does not contain any known viruses, routines, programs or devices that could interfere with Licensee's use thereof; and (4) does not include any timer, clock, counter or other limiting mechanism that would allow ActiveState to disable the Software or cause the Software to be erased, inoperable or otherwise incapable of being used by Licensee. If ActiveState is advised that the Software is not operating in conformance with all Documentation and specifications applicable thereto during the Warranty Period, then ActiveState will respond to the error within the applicable time period described in Section 3 entitled "Maintenance and Support" above and subject to the limitations described in Section 4 entitled, "Maintenance and Support Restrictions"

9.   Conditions of Warranty

THE WARRANTIES SET OUT IN SECTION 8 (THE "LIMITED WARRANTIES") ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, AND ACTIVESTATE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES AS TO THE PERFORMANCE OR SUITABILITY OF THE SOFTWARE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACTIVESTATE EXCLUDES AND DISCLAIMS, AND LICENSEE WAIVES, ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE.

The Limited Warranties are void and have no application with respect to any error: (1) that results from use by Licensee of the Software in an environment other than that recommended by ActiveState; (2) that results from any modifications to the Software made by Licensee that are not authorized by ActiveState or, if such authorization is granted, are made using software other than ActiveState recommended software; (3) caused by any bug, defect, virus or error in the build process used to create the Software; or (4) caused by any bug, defect, virus or error in other software or hardware used with Software. In the event of breach of the Limited Warranties, ActiveState's exclusive liability and Licensee's sole remedy for breach thereof shall be (at ActiveState's option) to correct or replace the Software and/or the Documentation within a reasonable time or to refund the total Fees paid to ActiveState by Licensee in the relevant portion of the Term and terminate this Agreement. ActiveState shall only be liable under this Agreement for breach of the Limited Warranties where ActiveState is

notified in writing of such breach within the Warranty Period. Notwithstanding the foregoing, ActiveState may at its option provide email and/or telephone support to Licensee with respect to issues which are outside the scope of the warranties set forth in Section 8.

10. Limitation of Liability

NOTWITHSTANDING ANY OF THE PROVISIONS IN THIS AGREEMENT, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT SOFTWARE LIABILITY, SHALL ACTIVESTATE OR ANY OF ITS SUPPLIERS OR LICENSOR BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER MALFUNCTION, ANY CLAIMS MADE BY END USERS AGAINST LICENSEE, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF ACTIVESTATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL ACTIVESTATE'S CUMULATIVE AGGREGATE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF FEES PAID TO ACTIVESTATE UNDER THIS AGREEMENT.

11. Ownership

ActiveState and its licensor, as applicable, are and will continue to be the owner of all rights, title and interest, including all Intellectual Property Rights, in and to the Software and ActiveState's Trademarks. Except as specifically provided under this Agreement, Licensee has no right, title, or interest, including any Intellectual Property Right, in and to the Software or the Trademarks. Licensee shall not use, adopt, apply for or register as trademarks or domain names any trademarks or domain names identical or confusingly similar to the Trademarks anywhere in the world. In the event that Licensee makes suggestions to ActiveState regarding new features, functionality or performance ("Improvements"), Licensee hereby assigns to ActiveState any and all of its rights, title and interest, including all Intellectual Property Rights, in and to any such Improvements. Upon ActiveState's request, Licensee will execute or procure the execution of all such documents as may be required to assign such rights, title and interest in and to the Improvements to ActiveState or otherwise to enforce such rights, title, or interest.

12. Termination by either Party

Either party may terminate this Agreement immediately upon written notice to the other party if: (1) the other party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice from the other party specifying the breach and requiring the breach to be remedied; (2) a resolution has been passed authorizing the issue of a notice (or a notice has been issued) convening a meeting of shareholders to consider a resolution for, or a petition has been presented (and not set aside within seven days of its presentation) for, the winding-up of the other party; (3) the other party goes into liquidation (other than a winding-up for the purposes of a solvent amalgamation or reconstruction the terms of which have previously been approved in writing by the other party and in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the obligations imposed on the relevant party under this Agreement); (4) the other party has taken or suffered any similar action or procedure due to debt; or (5) the other party has been dissolved.   In the event of termination of any kind, no refunds will be made by ActiveState for sums previously paid, regardless of the timing of the termination.

13. Effect of Termination

Upon termination or expiration of this Agreement, ActiveState shall no longer be obligated to provide the Support Services to Licensee. Termination of this Agreement shall not relieve Licensee of its obligations to pay all Fees that have accrued or are otherwise owed by Licensee to ActiveState. Sections 5, 7, 9, 10, 11, 13, 14, 15, and 16 shall survive termination of this Agreement. Termination of this Agreement by either party in accordance with its terms shall not give the other party any right to compensation, damages, loss of profits or prospective profits of any kind or nature whatsoever, other than those that have accrued prior to the expiration or termination.

14. Handling of Software upon Termination

Upon termination of this Agreement for any reason Licensee shall (a) cease using all ActiveState Software; and (b) return to ActiveState or destroy all copies of the Software in its possession or under its control within one (1) month after the effective date of termination and, if requested by ActiveState, certify to ActiveState within one (1) month from the effective date of termination that Licensee has destroyed or has returned to ActiveState the Software and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

15. Audit

On ActiveState's request, no more frequently than annually, Licensee will furnish ActiveState with a signed certification (i) verifying that the Software is being used pursuant to the terms of this Agreement, including any user limitations and (ii) listing the locations where the Software is being used. Licensee agrees to grant ActiveState reasonable access to Licensee's site, upon prior notice during normal business hours, to audit the use of the Software. Any such audit shall be at ActiveState's expense.

16. Confidentiality

Except as reasonably required to exercise its rights under this Agreement, Licensee agrees to prevent any unauthorized copying, use, distribution, installation or transfer of possession of the Confidential Information. At a minimum, Licensee shall maintain at least the same procedures regarding the Confidential Information that it maintains with respect to its own. Licensee shall not acquire any interest in any Confidential Information received from ActiveState by reason of this Agreement. Confidential Information shall not include any information which (i) becomes part of the public domain through no act or omission of Licensee; (ii) is lawfully acquired by Licensee from a third party without any breach of confidentiality; (iii) is independently developed without reference to the Confidential Information; or (iv) is disclosed in accordance with judicial or other governmental order or timely disclosure requirements imposed by law or stock exchange policies. Notwithstanding the foregoing, either party shall be permitted to disclose the terms and conditions of this Agreement in conjunction with legal due diligence proceedings. Without limiting the generality of the foregoing, Licensee shall take reasonable steps to prevent any personnel from removing any proprietary or other legend or restrictive notice contained or included in any material provided by ActiveState.

17. General Provisions

Notices. Any notice under or in connection with this Agreement shall be in writing and shall be delivered by hand, or sent by first class post (or by airmail if sent abroad) or by fax or by email as follows: if to

ActiveState, to the following address: Suite 1000 – 1177 West Hastings Street, Vancouver, BC, V6E 2K3 1T2 Canada, to legal@ActiveState.com or to fax number 778.786.1133 (marked for the attention of the Head of Legal); if to Licensee, to the address, email and/or fax number set out in the Quote/Invoice or to such other person, address or fax number as either party may specify to the other from time to time by notice given in accordance with this Agreement, provided that any party giving any notice by fax shall also send a copy of that notice by post, which shall be placed in the post by that party on the date of transmission of the fax or the next business day thereafter.

Relationship Between the Parties. Each party is an independent contractor of the other; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

Disputes. Any disputes between the parties arising out of or in connection with this Agreement which cannot be settled amicably shall in the first instance be notified in writing to the authorised representatives of each party. In the event that such authorised representatives do not reach an amicable settlement within 7 days of receiving written notice of such a dispute then the matter shall be referred to mediation conducted by a mediator mutually agreeable to the parties. In the event that the mediation does not reach an amicable settlement within 1 month of referral to the same, the parties may proceed to the courts as set out herein.

Export Controls. Licensee agrees to comply with all export laws and restrictions and regulations of Canada, the United States or foreign agencies or authorities, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, each party will obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Software from the U.S. Neither the Software nor the underlying information or technology may be electronically transmitted or otherwise exported or re-exported (i) into any country subject to Canada or U.S. trade sanctions covering the Software, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on Canada's Area Control List of the Export and Import Permits Act, or; (iii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By installing or using the Software, Licensee agrees to the foregoing and represents and warrants that it complies with these conditions.

Governing Law. The laws of the State of New York shall govern this Agreement and all matters arising out of or relating to this Agreement. The courts of the State of New York shall have non-exclusive jurisdiction in connection with all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof that cannot be amicably settled by the parties after mediation.

Injunctive Relief. Licensee acknowledges and agrees that any breach of its obligations with respect to confidential information and Intellectual Property Rights would cause substantial harm to the ActiveState that could not be remedied by payment of damages alone. Accordingly, ActiveState will be entitled to preliminary and permanent injunctive relief in any jurisdiction where damage may occur in addition to all other remedies available to it for any such breach.

Construction. The headings in this Agreement are for purposes of convenience only and shall not affect the meaning or construction of the clauses to which they relate. Any use in this Agreement of words denoting the singular include the plural and vice versa.

U.S. Government End-Users. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of Canada and the United States.

Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other. This provision shall not apply to any payment obligations under this Agreement.

Publicity Rights. The Licensee grants ActiveState the right to include the Licensee name and logo as a customer in Software promotional material. Licensee can deny ActiveState this right at any time by submitting a written request via email to sales@activestate.com, requesting to be excluded from Software promotional material. Requests made after purchasing may take up to thirty (30) calendar days to process.

Assignment. Neither this Agreement nor any rights granted hereunder, nor the use of any of the Software may be assigned, or otherwise transferred, in whole or in part, by Licensee, without the prior written consent of ActiveState. ActiveState may assign this Agreement in the event of a merger or sale of all or substantially all of the stock or assets of ActiveState relating to the Software without the Licensee's consent. Any attempted assignment will be void and of no effect unless permitted by the foregoing. This Agreement shall enure to the benefit of the parties permitted successors and assigns.

Severability. To the extent any section, clause, provision or sentence or part thereof ("Part") of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that Part will not affect: (i) the legality, validity or enforceability of the remaining Parts of this Agreement; or (ii) the legality, validity or enforceability of that Part in any other jurisdiction, and that Part will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.

Waiver. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other or subsequent right or remedy.

Entire Agreement. This Agreement together with any Quote/Invoice which makes reference to this Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement, appendices and attachments. ActiveState reserves the right to change this Agreement at any time, which change shall be effective as of the effective date for the terms and conditions of this

Agreement as shown on ActiveState's Website (the "Change Effective Date'). Licensee's continued use of the Software and the Support Services after the Change Effective Date constitutes Licensee's acceptance of such changes. This Agreement may not be otherwise amended without ActiveState's prior written agreement. Licensee agrees to periodically review the terms and conditions of this Agreement as updated from time to time on ActiveState's website.

United Nations Convention of Contracts. The application of the United Nations Convention of Contracts for the International Sale of Goods and any local implementation, including the British Columbia International Sales of Goods Act, is expressly excluded. The parties agree that the Uniform Computer Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement, and to the extent that UCITA may be applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.