

LICENSE AGREEMENT FOR MINITAB WORKSPACE®

IMPORTANT – READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU AS EITHER AN INDIVIDUAL OR SINGLE LICENSED ENTITY (“YOU”, “YOUR”) AND MINITAB, LLC (“US”, “OUR”, “WE” OR “MINITAB”) GOVERNING THE USE OF THE SOFTWARE PRODUCT IDENTIFIED ABOVE (“SOFTWARE”).

IF YOU USE THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL THE TERMS CONTAINED IN THIS AGREEMENT (“AGREEMENT”). IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE.

THE INDIVIDUAL ACCEPTING THIS AGREEMENT FOR A BUSINESS ENTITY AFFIRMS THAT HE OR SHE HAS BEEN AUTHORIZED BY THE BUSINESS ENTITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON ITS BEHALF.

YOU HAVE PURCHASED AND/OR OBTAINED ONLY A LICENSE TO USE THIS SOFTWARE IN ACCORDANCE WITH THE APPLICABLE TERMS CONTAINED IN THIS AGREEMENT. YOU DO NOT OWN THIS SOFTWARE. YOU DO NOT HAVE, ACQUIRE OR OBTAIN ANY OWNERSHIP, PROPERTY RIGHTS OR TANGIBLE INTEREST IN THIS SOFTWARE. YOU DO NOT HAVE, ACQUIRE OR OBTAIN ANY RIGHTS TO SELL OR RESELL THIS SOFTWARE.

SOFTWARE: Minitab Workspace Desktop App.

The duration of Your license (“License Term”) and number of Authorized Users (as defined in Section 2.1) are listed in Your invoice. All other terms and conditions of the license are set forth herein. Any purchase order submitted by You is for Your convenience only and subject to Section 10.11 herein.

1. License Information

1.1. Software. During Your License Term, We will provide You with access to use the Software for Your internal business purposes only.

1.2. System Requirements. You are solely responsible for providing the necessary [System Requirements](#) to access and use the Software.

1.3. Virtualized Environments. The Software may be capable of being used in some virtualized environments, but not all virtualization methods may be supported. The use of the Software with virtualized environments will be at the Your own risk.

2. Use of Software; General Restrictions

2.1 Authorized Use. You may permit Your individual employees, and individual employees of Your agents, consultants, contractors, vendors, and suppliers authorized by You (“Authorized Users”) to access or use the Software for Your internal business purposes only. You are responsible for any access or use of the Software by any Authorized User. An Authorized User must be a natural person.

- i. The Software may be used by individual employees of Your current subsidiaries or affiliates, domestic or international, controlled by You, for Your internal business purposes only. For purposes of clarity, the definition of “controlled by You” as used herein means either:
 - a. You have the direct ownership of not less than fifty percent (50%), or the maximum allowed by local law if less, of the voting equity of Your subsidiary; or
 - b. You have the right and authority to directly manage and enforce the terms of this Agreement within the respective affiliate. For avoidance of doubt, Your parent company, if any, is not an affiliate for purposes of this Agreement.
- ii. Use of the Software on a computer(s) owned by a third-party providing IT services to You for this Software, is permitted if:
 - a. You make every reasonable effort to advise Us of the identity of the third-party providing the IT services; and
 - b. You agree to be responsible for that third-party’s compliance with this Agreement.
- iii. Installation of this Software on a server that allows You access to this Software or any of its functionality via a public network or the Internet without the use of a password-protected secure portal is prohibited, unless permission to do so has been granted through the establishment of a separate license agreement with Us.

2.2 User ID and Password Protection. You shall require that each named individual Authorized User has their own single unique User ID and Login password (“User Credentials”). User Credentials consisting of an alias or having a prefix of an administrative and/or departmental name are not permitted. User Credential information is strictly confidential and must not be shared with any unauthorized person. We shall not have any liability under this Agreement for actions taken using any of Your User Credentials, including any unauthorized use or access caused by misuse or misappropriation of such User Credentials. You must immediately take all necessary steps, including providing notice to Us, to affect the termination of access for any Authorized User (a) upon an Authorized User’s termination of access rights (whether through termination of employment, cessation of customer relationship, or otherwise), (b) if there is any compromise in the security of passwords, or (c) if unauthorized use is suspected or has occurred.

2.3 Privacy Notice. Our [Privacy Notice](#) describes how We collect and use information about You and the systems on which the Software has been installed.

2.4 Software Support. We provide You, at no additional charge, reasonable amounts of technical support in accordance with Our published [Support Policy](#) for so long as this current Software release is widely distributed as determined by Minitab, and for one (1) year thereafter.

2.5 General Restrictions. You shall not, and shall not permit any Authorized User or third party to: (a) modify, copy, duplicate, create derivative works from, frame, mirror, scrape, sell, rent, lease, loan, license, distribute, provide access to, sublicense, or otherwise make available the Software to a third party (except as expressly permitted in accordance with this Agreement) or in a service bureau or outsourcing offering; (b) use the Software to provide, or incorporate any portion of the Software into, any service for the benefit of a third party; (c) access all or any part of the Software in order to build a product or service which competes with the Software; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Us); (e) remove or obscure any government restricted rights, or other proprietary or confidentiality notices or legends that are placed or embedded by Us; (f) circumvent the Authorized User authentication or security of the Software or any host, network or account related to the Software; (g) unnecessarily reassign Authorized Users in any 90-day period, except in compliance with Section 2.2, or (h) interfere with or disrupt Our systems or any third party systems used to access the Software.

2.6 Suspension of Use. We may immediately suspend Your use of the Software, in Our sole discretion, for (a) violation of Section 2.5, (b) failure to pay license fees, or (c) Your material breach of this Agreement in accordance with Section 3.3.

3. License Term; Renewal; Termination

3.1 License Term. Your License Term is set forth in the invoice We send You and begins on the first day of the month following Your purchase. During Your License Term, You are granted a non-exclusive, limited license to use this Software subject to the terms, conditions, restrictions and limitations contained herein, and payment of the applicable license fee set forth on the invoice We send You.

3.2 Renewal. This Agreement may be renewed for an additional License Term upon mutual agreement of the Parties. You will only receive continued access to the Software if prior to expiration of Your current License Term:

- i. We receive Your payment of Our then-current license fee for Your renewed License Term in accordance with the invoice We send You; or
- ii. We receive either Your purchase order, Our quote signed by You, or other written or electronic confirmation, acceptable to Us, of Your intent to renew a License Term and pay Our then-current license fee in accordance with the invoice We send You.

3.3. New Releases. You will receive, at no additional charge, new releases of the Software, as they become available during Your License Term, so long as You are in full compliance with this Agreement.

3.4 Termination for Cause. Either Party may terminate this Agreement for any material breach of this Agreement if such breach is not cured within thirty (30) days following notice to the breaching Party. Upon such termination:

- i. You agree to immediately stop using and to destroy all copies of this Software licensed hereunder, and upon Our request, provide Us with written certification of such action;
- ii. You will not be entitled to any refund of any portion of the license fee You have already paid, unless We are the breaching Party; and
- iii. You remain liable to pay Us any remaining payments due based on the License Term You have purchased, unless We are the breaching Party.

4. License Fees

4.1 License Fee; Adding Authorized Users. The license fee You pay as set forth on any invoice You receive from Us regarding this Software governs the number of Authorized Users permitted for the applicable License Term. The maximum number of Authorized Users of the Software may be increased during any License Term by paying additional user license fees for the time remaining in Your then-current License Term. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and license fees are non-refundable.

4.2. Payment Terms. Payment of Your license fee for the applicable License Term is due as set forth on the invoice You receive from Us. You will be subject to a late payment charge of 2% of the license fee for Your License Term or \$750.00 USD, whichever is higher, following Your failure to timely pay Your license fee when due.

4.3. Taxes. All fees are exclusive of any tariffs, duties, or taxes imposed or levied by any government or governmental agency, including any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction (“Taxes”). You are responsible for paying all Taxes associated with Your purchases under this Agreement. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Agreement, You shall pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Ownership Rights; Confidential Information

5.1. Ownership. You acknowledge that We retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and related underlying technology and documentation, and any derivative and transformative works, modifications, or improvements of any of the foregoing. This Agreement does not constitute a sale of the Software. We are the exclusive owner of all rights in any copy, translation, modification, adaptation, or derivation of the Software, including any improvement or developments thereof suggested by You.

5.2. Confidential Information. Each Party (as “Receiving Party”) shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the disclosing Party

(the “Disclosing Party”) for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. This Section 5.2 supersedes any prior existing agreements between the Parties relating to Confidential Information.

6. INDEMNIFICATION

6.1 Indemnification by Us. We shall defend or settle at Our expense any third party claim brought against You alleging that this Software, when used as authorized under this Agreement, infringes such third-party’s intellectual property, copyright, patent or trademark and We shall indemnify and hold You harmless from and against any damages and costs awarded against You or agreed in settlement by Us (including reasonable attorneys’ fees) resulting from such claim, provided that You immediately notify Us of such claim, allow Us to control the defense, litigation or settlement of such claim, and cooperate with Us in the investigation, defense, and/or settlement of such claim. If any infringement claim with respect to Your use of this Software may be or has been asserted, We shall, at Our option and expense, (a) procure the right to continue using this Software, or (b) replace or modify this Software to eliminate the infringement while providing functionally equivalent performance. If neither (a) or (b) above are reasonably feasible as determined in Our sole discretion, We may terminate this Agreement and Your license for this Software and refund to You the pro-rata amount of any prepaid license fees for Your remaining then-current term for this Software. We have no indemnity obligation to You to the extent any infringement or misappropriation claim results from (i) a correction or modification to this Software not provided by or on behalf of Us, (ii) materials provided by You in connection with requested customizations or modifications of this Software, or (iii) use, combination, or incorporation of this Software, or improvements thereto, with products or services not provided by Us. You acknowledge that the indemnification in this Section states Your exclusive remedy and Our sole liability in connection with any claim of infringement.

6.2 Indemnification by You. You shall indemnify and hold harmless Us from and against any damages and costs awarded against Us or agreed in settlement by You (including reasonable attorneys’ fees) from and against any claim by a third party arising from or relating to (a) any product or service offered by You in connection with or related to Your use of this Software; (b) Your use, combination, or incorporation of this Software, or improvements thereto, with products or services not provided by Us; or (c) Your violation of any applicable law or regulation protecting the intellectual property rights or data protection rights of others.

7. LIMITED SOFTWARE WARRANTY

We warrant that the Software will operate in substantial conformity with its documentation and without substantial program errors, but We do not warrant that all defects will be corrected. We may change and update the Software (in which case We may update the applicable documentation

accordingly), provided that such updates will not materially decrease the overall functionality of the Software. Our entire liability, and Your exclusive remedy for a breach of this Limited Warranty shall at Our option either be (a) replacement of the Software with a reasonable alternative, or (b) termination of this Agreement and We will refund to You the pro-rata amount of any prepaid license fees for Your remaining then-current term for this Software. This Limited Warranty does not extend to any claim resulting from Your unauthorized modification of this Software or from use or incorporation of this Software in any manner for which it is not designed or permitted.

8. WARRANTY DISCLAIMER

EXCEPT FOR THE LIMITED SOFTWARE WARRANTY SET FORTH IN SECTION 7, THE SOFTWARE AND ALL PUBLICLY AVAILABLE SOFTWARE INCLUDED IN THE SOFTWARE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. THE LIMITED SOFTWARE WARRANTY CONTAINED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. WE DO NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. WE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, OR FOR ISSUES RELATED TO ANY THIRD PARTIES WITH WHOM YOU SEPARATELY CONTRACT WITH OR UTILIZE TO CONNECT WITH THE SOFTWARE THROUGH OUR LICENSE PORTAL. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

9. LIMITATION OF LIABILITY

9.1 Consequential Damages Waiver. EXCEPT FOR A PARTY’S OBLIGATIONS UNDER SECTION 6 (INDEMNIFICATION), OR WILLFULL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, NEITHER PARTY NOR ITS SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS SUBSIDIARIES OR AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SOME STATES AND JURISDICTIONS, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9.2 Liability Cap. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 6 (INDEMNIFICATION), OR WILLFULL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, EACH PARTY'S AND ITS SUBSIDIARIES AND AFFILIATES' ENTIRE LIABILITY TO THE OTHER PARTY OR ITS SUBSIDIARIES AND AFFILIATES (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID (OR WITH RESPECT TO CLAIMS FOR LICENSE FEES DUE, PAYABLE) DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Miscellaneous

10.1 Independent Contractors. The Parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the Parties. Neither Party shall have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

10.2 Assignment. This Agreement and the rights, terms and conditions contained herein, may not be resold, assigned or otherwise transferred to another person or entity without Our written permission, which permission shall not be unreasonably withheld.

10.3 Force Majeure. If a Party cannot comply with this Agreement because of an event beyond its reasonable control (except for a failure to pay license fees), then its performance under this Agreement (to the extent affected) will be suspended while the event occurs. In addition, We shall not be liable for failure to perform hereunder due to the inability of You, Us, or any other person to connect to the Internet, or any other failure or unavailability of the Software or Internet connectivity due to fiber optic cable cuts, interruption or failure of digital transmission links, sabotage, acts of God or nature, or any other cause beyond Our control or exercise of Our rights under this Agreement.

10.4 Export Controls. You agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) You represent and warrant that neither You nor Your owners, officers, directors, member company(ies) and those of Your Affiliates are listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country and (b) You shall not and shall not permit any third parties to access or use the Software in violation of any U.S. export embargo, prohibition or restriction.

10.5 Verification of Use. You agree to keep accurate records sufficient to provide auditable verification that Your use of Our Software is in compliance with the terms and conditions of this Agreement. We, or Our specifically designated representatives, have the right to verify Your compliance with this Agreement, at Our expense, during the term of this Agreement and for a period of one (1) year thereafter. Verification will take place upon reasonable notice during normal business hours and in a manner that does not interfere unreasonably with Your operations. If verification reveals unlicensed use of Our Software, You must promptly order sufficient licenses at Our then-current pricing to permit the usage disclosed. If material unlicensed use is found

(license shortage of 5% or more), You must reimburse Us for the costs We have incurred in verification and acquire the necessary additional licenses within thirty (30) days. If We undertake such verification and do not find material unlicensed use of Our Software, We will not undertake another verification of the same Licensed Entity for at least one (1) year. We will use the information obtained in compliance verification only to enforce Our rights and to determine whether You are in compliance with the applicable terms of this Agreement.

10.6 Government Use. The Software constitutes restricted computer software and is provided to the U.S. government subject to restricted rights as described in FAR 52.227-14. Any additional technical data provided to the U.S. government pursuant to this Agreement constitutes limited rights data and is subject to limited rights as described in FAR 52.227-14 and DFARS 252.227-7015. If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be attached to this Agreement.

10.7 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA, expressly excluding the application of conflicts of law's provisions. Venue will be in the state or federal courts located in the Commonwealth of Pennsylvania, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.8 Severability. If any provision of this Agreement is held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it then exists. The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10.9 Injunctive Relief. You acknowledge that the Software comprises unique, confidential and valuable assets and trade secrets of Minitab, and We have the right to obtain all equitable and legal redress that may be available for the breach or threatened breach of this Agreement or Our rights in the Software, including, without limitation, injunctive relief.

10.10 Waivers. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived.

10.11 Priority. This Agreement controls over any additional or conflicting terms contained in any purchase order submitted by You or contained in any additional terms and conditions submitted by You, and such additional or conflicting terms are expressly rejected unless they have been specifically accepted and agreed to in writing by Us.

10.12 Updated Terms. We may update the Minitab Support Policy and Privacy Notice (collectively, "Minitab Policies") from time to time to reflect evolving laws, regulations, process

improvements or changing practices. If any update materially diminishes Our obligations to You or materially increases Your obligations to Us, We will provide You with commercially reasonable notice of the update (which can be by email, through the applicable Service, or posted on Our website). If You object to an update on the reasonable basis that it materially diminishes Our obligations to You, materially increases Your obligations to Us, or was not made to enable the Parties' compliance with their respective obligations under this Agreement or applicable law, then upon Your written notice to Us, You may terminate this Agreement. Upon any termination in accordance with this Section, We will refund to You the pro-rata amount of any prepaid license fees for the remaining then-current term of this Agreement. You must provide Us with commercially reasonable notice of Your request for termination of the Agreement in accordance with this Section (which can be effective by emailing Notices.Legal@minitab.com) and the Agreement will be deemed terminated on the tenth business day following Our receipt of Your notice. If You do not provide Us with notice of termination in accordance with this Section, Your continued use of the Software constitutes Your acceptance of the updated terms of the Minitab Policies.

10.13 Entire Agreement; Amendments. This Agreement and any terms located at a URL referenced herein, including without limitation the Minitab Policies, constitute the entire agreement between the Parties regarding Your use of this Software, and supersede any prior written or oral agreements between the Parties. Any variation in the terms and conditions of this Agreement, in any document not signed by both Parties, will be of no force or effect.

10.14. Notice. Except as otherwise provided in this Agreement, all notices must be in writing and will be deemed given upon: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); (c) the second business day after emailing Notices.Legal@minitab.com; or (d) the fourth business day following standard USPS First Class mailing. All notices must be directed to Minitab at Minitab, LLC, Attention: Legal Department, Quality Plaza, 1829 Pine Hall Road, State College, Pennsylvania 16801, USA or to You at the e-mail address You have provided to Minitab or to such other address either Party may, from time to time, provide to the other Party in accordance with this notice provision.

10.15 Survival. All provisions contained herein that by their nature should survive, including Sections 2.3, 3.1, 3.3, 4, 6, 8, 9, and 10 survive the termination of this Agreement.

_____	Minitab, LLC
(Company Name)	
_____	_____
(Signature)	(Signature)
_____	_____
(Name and Title of Signer)	(Name and Title of Signer)
_____	_____
(Date Signed)	(Date Signed)