TERMS AND CONDITIONS Updated as of Apr 11, 2022

These terms between Pivotal ("Pivotal," "we," "us" or "our") and the person or entity agreeing to these terms ("Customer" or "you") set out the general terms and conditions for (i) you to access and use the Pivotal Services and provide Customer Data to Pivotal and (ii) Pivotal to provide the Services to you and use the Customer Data when performing the Services.

BY CLICKING ACCEPT, YOU ARE AGREEING TO THESE TERMS. These terms, along with Customer's order for the Services ("Order") take effect when you click the "Accept" button or similar check box presented to you as part of the sign-up process or when you first use the Services, whichever is earlier, and will remain in effect during the relevant Subscription Term or until terminated as specified in the Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to commit the entity to the Agreement and the term "Customer" or "you" will refer to that entity. If you do not have this authority, are under the age of 18 or if you do not agree with the Agreement, you must not select the "Accept" button or accept these terms and you may not access or use the Services.

MAKE SURE YOU READ THIS AGREEMENT ("Subscription Agreement"), THE ORDER, AND THE PRIVACY POLICY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS TO USE PIVOTAL. The Order provides the specific terms and conditions regarding Customer's subscription for the Services, such as User limitations, pricing methodologies and the length of the term Pivotal will provide the Services ("Initial Term"). These terms and conditions, the Pivotal Privacy Policy, in addition to the Order, together make up the "Agreement" between Customer and Pivotal.

INTERPRETATION. If there is any inconsistency between the provisions of this Subscription Agreement and any other agreement, this Subscription Agreement shall exclusively control with respect to the subject matter hereof. If there is any inconsistency between the provisions of this Subscription Agreement and the Order, the Order shall exclusively control with respect to the subject matter thereof. Capitalized terms used in this Agreement shall have the meanings set forth in this Agreement. The parties agree to accept electronic signatures and any document transmitted electronically has the same binding effect as an original signature on an original document.

1. RIGHT TO USE SUBSCRIBED SOFTWARE. Subject to the terms of this Agreement, and the timely payment in full of all fees described in the applicable Order Form, and commencing on the date that PIVOTAL grants access to the Subscribed Software to Customer, PIVOTAL hereby grants to Customer a limited, nonexclusive, and nontransferable right to access and allow Authorized Users to use the Subscribed Software identified in Order Form attached hereto and incorporated herein, and its associated documentation, materials, and data under the terms and conditions set forth herein, subject to the restrictions described in this Agreement,

including but not limited to restrictions as to number of Authorized Users or computers; provided, however, that for purposes of the foregoing, such Subscribed Software may only be used in the ordinary course of Customer's or Authorized User's business. No other property rights of any kind in the Subscribed Software or any enhancements, bug fix(es), upgrades or releases provided by PIVOTAL hereunder shall transfer to or vest in Customer, and are expressly reserved in PIVOTAL. No right or license under any patent, copyright, trademark or trade name of PIVOTAL is granted by, or is to be inferred from, any provision in this Agreement. Although PIVOTAL may, pursuant to this Agreement, also host software licensed to Customer by third parties, such software is not included in the definition of Subscribed Software, no license or other rights to such software are included as part of the rights granted herein, and Customer bears the sole responsibility and cost of licensing the same directly from the Third Party licensor thereof.

2. RESTRICTIONS. Customer shall not (i) reverse assemble, decompile or derive source code for Subscribed Software; (ii) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any Third Party the Subscribed Software in any way; (iii) modify or make derivative works based upon the Subscribed Software; or (iv) create Internet "links" to the Subscribed Software or "frame" or "mirror" any Subscribed Software content on any other server or wireless or Internet-based device; or assigning, sublicensing, or renting the software or using it in any type of software service provider or outsourcing environment. The grant of right to use the Subscribed Software cannot be shared by persons other than Authorized Users.

3. PIVOTAL'S RESPONSIBILITIES.

a. During Term of this Agreement, PIVOTAL will provide, with respect to the Subscribed Software: (i) resolution and release of bug fix(es) as part of PIVOTAL's standard software update process, whether or not reported by Customer, and making the same available to Customer when made generally available by PIVOTAL to its Customers; (ii) direct support to the Authorized Users of Customer to identify and resolve problems with use of the Subscribed Software as described in Attachment 2; (iii) Enhancement(s) to the Subscribed Software, when made generally available by PIVOTAL to its Customers; (iv) electronic notification of critical and major service-affecting alarms related to the operating system and servers from the PIVOTAL network monitoring system, and making available a system analysis and recommendations report (if and when applicable). b. For the avoidance of doubt, PIVOTAL will not be obligated to provide the following in connection with the Subscribed Software, unless provided for in a separate Attachment or the Order Form specifically includes these services and the applicable fees payable by Customer therefor: (i) post-delivery support, configuration, and operation of the equipment to operate the Subscribed Software; (ii) post-delivery recommendations and assistance on best practices, process development, the installation, functions and operation of the Subscribed Software if such recommendations or assistance require a material expenditure of time or expense by PIVOTAL (as determined by PIVOTAL in its sole discretion); (iii) post-delivery training, other than defined in this Agreement, on the installation, functions and operation of the Subscribed Software, except as provided herein; (iv) Customer enhancements, upgrade(s), and/or new product(s); (v) additional or custom reports; (vi) scripts for the provisioning of new equipment

and/or updated/upgraded equipment to operate the Subscribed Software; and (vii) maintenance of user provided data, and support of work flow and/or work flow modifications; or (ix) maintenance of billing and or user tables.

4. CUSTOMER'S RESPONSIBILITIES.

a. Customer is responsible for all activity occurring under user accounts established for Customer's Authorized Users in connection with the Subscribed Software and shall abide by (and cause its Authorized Users to abide by) all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the same, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall: (i) notify PIVOTAL immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to PIVOTAL immediately, and use reasonable efforts to stop immediately, any copying or distribution of the Subscribed Software of any of its content that is known or suspected by Customer; and (iii) not allow an Authorized User to impersonate another Authorized User or provide false identity information to gain access to or use the Subscribed Software.

b. Customer acknowledges that to keep the Subscribed Software (and any PIVOTAL system to which it relates) substantially performing to the specifications and functions described in the applicable Order Form, and to facilitate the ability for PIVOTAL to provide timely services to address support issues as they occur, Customer must, at its sole cost, (i) allow PIVOTAL to keep the Subscribed Software current with the new quarterly releases issued by PIVOTAL and any Third Party applications patches or updates; (ii) allow PIVOTAL to install and provide base monitoring services; and (iii) maintain the accuracy of its records and data input into the Subscribed Software.

c. CustomerfurtheracknowledgesthattokeepanysoftwarelicensedtoCustomerbythird parties and hosted by PIVOTAL (or hosted by Customer in a hosted environment maintained by PIVOTAL) (and any PIVOTAL system to which the same relates) substantially performing to the specifications and functions described in the applicable Order Form, and to facilitate the ability for PIVOTAL to provide timely services to address support issues as they occur, Customer must, at its sole cost, (i) keep such software current as to releases, patches or updates; (ii) allow PIVOTAL to install and provide base monitoring services; and (iii) maintain the accuracy of its plant records and data input into such software. Customer shall use reasonable commercial efforts to not provide to PIVOTAL incorrect or materially incomplete information or data with respect to the Subscribed Software, any software licensed to Customer by third parties and hosted by PIVOTAL (or hosted by Customer in a hosted environment maintained by PIVOTAL). Customer shall provide to PIVOTAL all information and data which is reasonably necessary for such Subscribed Software and/or third-party software to operate, or to be modified or configured to operate, in accordance with its specifications provided in the applicable Order Form.

5. OWNERSHIP.

a. Customer acknowledges and agrees that PIVOTAL has expended considerable time, effort and funds in developing and generating the Subscribed Software and, therefore, all, right, title and interest in and of the Subscribed Software are and shall remain wholly vested in PIVOTAL. PIVOTAL

reserves the right to alter the Subscribed Software, implement rules for use, and discontinue certain functional aspects of the Subscribed Software. PIVOTAL does not attain ownership in any data, information or material that Customer submits to the Subscribed Software while using the Subscribed Software. Customer, not PIVOTAL, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all such data, information and materials, and PIVOTAL shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store the same. PIVOTAL shall use reasonable commercial efforts to protect such data, information and materials behind a secure firewall system and to conduct daily data backups. In the event this Software Agreement expires or is terminated for any reason, PIVOTAL will make available to Customer a file of such data, information and materials within thirty (30) days if Customer so requests in writing within 90 days after the effective date of such expiration or termination. Customer agrees and acknowledges that PIVOTAL has no obligation to retain such data, information and materials, and may delete such data, information and materials, on or after 180 days after expiration or termination, provided that any requested data has been delivered to Customer. PIVOTAL will not delete any data Customer has timely requested as set forth herein before having delivered such data to Customer.

b. Any ideas, feedback, suggestions, corrections, alterations, improvements, additional data points, requests, questions, comments, results of any test or evaluation and the like provided by Customer to PIVOTAL ("Feedback"), including any enhancement, improvements or new features to same, will be the property of PIVOTAL. Customer hereby assigns and agrees to assign to PIVOTAL all right, title and interest worldwide in and to the Feedback and the related intellectual property rights and agrees to assist PIVOTAL in securing and perfecting such rights. Customer may use Feedback solely for its own Internal Use. PIVOTAL may use information provided by Customer to PIVOTAL directly or indirectly, in accordance with PIVOTAL's Privacy Policy, and PIVOTAL may collect, develop, create, extract, or otherwise generate statistics and other information and otherwise analyze Customer's use of the Subscribed Software ("Blind Data"). Blind Data will be owned solely by PIVOTAL and may be used for any lawful business purpose without a duty of accounting to Customer, provided that such Blind Data does not identify Customer as the source of such data. PIVOTAL may publicly identify Customer as a customer, including on its website, government filings, and in marketing materials, and Customer hereby grants to PIVOTAL the nonexclusive right to use Customer's name and trademarks (including logos) solely for such purpose.

6. CONFIDENTIALITY.
a. Customer acknowledges and agrees that the Subscribed Software (whether in executable or source code form or otherwise) and the associated subscription fees described herein for the Subscribed Software shall be considered "Confidential Information" as defined in this Agreement, and that the Subscribed Software shall be subject to the restrictions set forth therein.
b. PIVOTAL agrees that all data, information or material Customer or any Authorized User submits through its use of the Subscribed Software is Customer's Confidential Information and

PIVOTAL will not use it for any purpose other than as necessary to provide services to Customer and as Blind data.

c. Eachpartyagreesto:(a)preserveandprotecttheconfidentialityoftheotherparty's Confidential Information; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees). Neither party shall disclose any of the terms of this Agreement to any third party without the prior written consent of the other party; provided that either party may disclose the existence of this Agreement and either party may disclose the terms of this Agreement: (i) to legal counsel of the parties; (ii) in confidence, to accountants, banks, and financing sources and their advisors solely for the purposes of a party's securing financing; (iii) in connection with the enforcement of this Agreement or rights under this Agreement; or (iv) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction solely for use in the due diligence investigation in connection with such transaction. The confidentiality obligations of this Section shall survive the termination of this Agreement

7. FEES. Unless different payment terms are set forth in the applicable Order Form, subscription fees for Subscribed Software shall be payable annually in advance, on the first day of the Term. Fees for installation, configuration and training services relating to the Subscribed Software, shall be set forth in the applicable Order Form. In the event of non-payment of any subscription fees when due, PIVOTAL may, in addition to any other rights and remedies it may have, suspend Customer's (and its Authorized Users') access to the Subscribed Software without notice. PIVOTAL reserves the right to charge a reasonable reconnection fee in the event such access is suspended and Customer subsequently requests reinstatement of access. Subscription fees for Subscribed Software are for the Initial Term of this Software Agreement. At any time during the Initial Term of this Software Agreement and during any Renewal Term, PIVOTAL may increase the subscription fees for Subscribed Software for the upcoming renewal term upon written notice to Customer at least ninety (90) days prior to the end of the current term. Fees are exclusive of taxes, levies, duties and other fiscal charges, including but not limited to sales tax, use tax, withholding, value-added or similar tax, and property taxes (collectively, "Taxes"). Customer shall not deduct or withhold Taxes. If PIVOTAL has the legal obligation to pay or collect Taxes, PIVOTAL will invoice and Customer shall pay such amounts, unless and only to the extent that Customer provides PIVOTAL with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer shall pay interest on any unpaid balances at least 30 days past due at the rate of one and a half percent (1.5%) per month up to the maximum rate permitted by law plus reasonable expenses incurred by PIVOTAL in collection efforts.

8. LIMITED WARRANTY. Subject to the terms set forth herein, PIVOTAL warrants that from and after Delivery, (a) the Subscribed Software shall substantially perform to the specifications and functions described in the applicable Order Form, (b) Customer's Authorized Users will have

access to the Subscribed Software subject to the restrictions described herein and in the applicable Order Form, provided that PIVOTAL will not be responsible for access failures caused

in whole or part by the Customer or a Third Party; (c) the services provided by PIVOTAL hereunder will be performed in a professional and workmanlike manner; and (d) it has taken and will continue to take reasonable commercial efforts to ensure that the Subscribed Software is or will be free of viruses or other harmful components. Notwithstanding the foregoing,(i) Customer acknowledges that each computerized system, including the Subscribed Software, performs, operates and/or functions in a manner that is different from all other such computerized systems, including any system that may be currently used by Customer; (ii) PIVOTAL makes no representations or warranties that the Subscribed Software performs the same or similar functions or performs in the same or similar manner to any other computerized system including any system currently or previously used by Customer; (iii) PIVOTAL does not warrant that use of the Subscribed Software will be secure, timely, uninterrupted or error-free; (iv) PIVOTAL makes no guarantees as to the continuous availability of access to the Subscribed Software or of any specific feature(s) of the Subscribed Software; (v) access to the Subscribed Software may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications, and PIVOTAL is not responsible for any delays, delivery failures, or other damage resulting from such problems; and (vi) PIVOTAL is not responsible for the failure of the Subscribed Software to satisfy the warranties set forth herein if such failure is caused in whole or part by the failure of Customer to satisfy its obligations under this Agreement. EXCEPT AS SET FORTH IN THIS SECTION THE SUBSCRIBED SOFTWARE IS PROVIDED "AS IS", AND PIVOTAL DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO SUCH SUBSCRIBED SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If the Subscribed Software fails to meet the warranties provided in this Section and a warranty claim is made by Customer within ninety (90) days after the occurrence of such failure, PIVOTAL shall, as its sole obligation and Customer's sole and exclusive remedy therefor, correct the failure, at PIVOTAL's expense. Claims under any of the foregoing warranties are waived unless made within the warranty period.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY.

a. PIVOTAL Indemnity. Subject to subsection c below, PIVOTAL shall indemnify Customer against any action to the extent based on a claim that the unmodified Subscribed Software, as provided by PIVOTAL, infringe a U.S. patent issued as of the date hereof or a U.S. copyright, trademark, or trade secret ("IP Claim"). If any such unmodified Subscribed Software is adjudged to infringe, PIVOTAL may, at its option (i) procure for Customer the right to continue using the Subscribed Software, (ii) modify or replace the Subscribed Software so that they do not infringe; or (iii) terminate the Agreement and refund the part of the pre-paid subscription fee for the period after termination. PIVOTAL shall have no liability for claims based on: (i) use of other than a current, unaltered version of the Subscribed Software, (ii) use of the Subscribed Software in combination with non-PIVOTAL products, software, services, or data, (iii) Third Party software or data, including open source or Third Party commercial software, (iv) failure to use the

Subscribed Software in accordance with the terms of this Agreement or for its intended purpose, or (v) infringement caused by compliance with Customer's designs, requirements, or specifications. THE FOREGOING STATES THE ENTIRE LIABILITY OF PIVOTAL AND THE EXCLUSIVE

REMEDY OF CUSTOMER WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND.

b. Customer Indemnity. Subject to subsection c below, Customer shall indemnify PIVOTAL against any claims, actions, losses, liabilities, injuries, expenses, costs (including all reasonable attorneys' fees and costs of litigation), and damages, resulting from or arising out of Customer's use of the Subscribed Software or breach of this Agreement, regardless of the form of action (excluding claims that are covered by PIVOTAL's obligations under subsection a).

c. Conditions.Theindemnifiedpartyshall:(i)promptlynotifytheindemnifyingpartyinwriting of any claim (failure to provide such prompt notice shall only affect the rights of an indemnified party to the extent that such failure has a prejudicial effect on the defenses or other rights available to the indemnifying party); (ii) allow the indemnifying party to have sole control of the defense and all related settlement negotiations (the indemnified party may retain independent counsel at its own expense); and (iii) provide the indemnifying party with the information, authority and assistance necessary to perform the indemnifying party's obligations under this Section.

d. Limitation on Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PIVOTAL'S TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO PIVOTAL DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. NONE OF THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO A BREACH BY A PARTY OF SECTION 2 (RESTRICTIONS), SECTION 5 (OWNERSHIP) OR SECTION 6 (CONFIDENTIALITY), EXCEPT IN RELATION TO CUSTOMER DATA, FOR WHICH THE CAP AND EXCLUSIONS APPLY. IN NO EVENT WILL PIVOTAL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. CUSTOMER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS, AND EACH PARTY FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

10. FORCE MAJEURE. Each Party shall be excused from performance of any obligations hereunder or under any Attachment, and shall not be liable for delay in performance or non-performance attributable in whole or in part to any cause beyond its reasonable control, including but not limited to the following: (a) action or inaction of government, whether in its sovereign or contractual capacity; (b) judicial action; (c) war, civil disturbance, insurrection, sabotage, terrorist acts or threats, or act of public enemy; (d) labor disputes or strikes; (e) fire, flood, storm or other act of God; or (f) by DoS/DDos or similar attacks or connection problems; or (g) by the other Party's fault or negligence; provided that such Party (1) provided notice as

specified in the Order Form,(2) uses commercially reasonable efforts to correct such failure or reduce the delay in its performance; and (3) follows generally accepted prudent standards for mitigating the risk associated with such event, in light of the severity of damages such event could cause the other Party. In the event of any delay or failure excused by this Section, PIVOTAL will notify Customer and will at the same time, or at the earliest practical date after

such notice, specify the revised Delivery and performance dates. For any such delay, the time of Delivery or of performance shall be extended for a period equal to the time lost by the delayed Party by reason of the delay.

11. THIRD PARTY SOFTWARE. Customer agrees that Customer will not use or copy any Third Party software purchased hereunder except as specifically authorized by the third party owner/licensor thereof. Customer understands that all rights and title to such Third Party software shall remain with the respective third party owner/licensor. Customer may not reverse engineer, decompile or disassemble Third Party software or any part thereof or otherwise obtain or attempt to obtain the Source Code for such Third Party software, or otherwise unfairly use such Third Party software. Customer acknowledges that use of the Third Party software is not included in the Order Form and that PIVOTAL has no control over, does not endorse and does not make any representations or warranties with respect to Third Party software.

12. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Texas exclusive of its conflict of laws provisions. The laws of the State of Texas shall apply to any mediation, arbitration, or litigation arising under this Agreement. The exclusive jurisdiction for all disputes arising between the Parties in connection with this Agreement shall be the state and federal courts located in Harris County, Texas and each Party hereby submits itself to the exclusive jurisdiction of such courts subject to the foregoing restrictions.

13. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its Initial Term or Renewal Term, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Rules of Arbitration. Unless otherwise agreed by the parties, the number of arbitrators shall be one. The place of arbitration should be in Houston, Texas and Texas law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14. RELATIONSHIP OF PARTIES; ASSIGNMENT. The relationship between PIVOTAL and Customer under this Agreement is that of independent contractors only. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the Parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. No party shall not be prohibited from, nor is this Agreement intended to encompass any prohibition relating to, any like activity or engagement of party with any other individual or entity whatsoever. Customer may not assign any of the rights granted to it under this Agreement without the prior written consent of PIVOTAL. PIVOTAL reserves the right to assign

this Agreement to third parties who assume PIVOTAL's duties and obligations under the Agreement, and PIVOTAL may subcontract the performance of its duties and obligations under the Contract to a third party or parties.

15. US GOVERNMENT END USERS. The Subscribed Software is deemed to be "commercial computer software" and "commercial computer software documentation," respectively,

pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of any part of the Subscribed Software by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

16. EXPORT. The export laws and regulations of the United States shall govern Subscribed Software, deliverables and any equipment provided under this Agreement. Customer shall not divert or otherwise transfer any Subscribed Software, deliverables, equipment or any other information which is provided, or derived, or produced, in connection with or in relation to this Agreement outside the United States of America, except as may be permitted by such export laws and regulations. Customer shall have the sole obligation for compliance with all governmental laws and regulations. Customer acknowledges that all of PIVOTAL obligations in this Agreement are conditioned upon such compliance.

17. SEVERABILITY. If any provision of this Agreement, as applied to either Party or to any circumstances, shall be adjudged by a court of competent jurisdiction to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the applicability of such provision to any other circumstances.

18. HEADINGS. Headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

19. TERM AND TERMINATION.

Initial Term and Renewals. The Initial Term of this Agreement shall commence on the date of full and final execution hereof and shall terminate twenty-four (24) months from the date of full and final execution, provided that this Agreement will automatically renew thereafter for successive twelve (12) month periods (each successive 12 month period will be referred to as a "Renewal Term") unless written notice of non-renewal is received by one party from the other party not less than 60 days prior to the end of the then-current term.

a.Termination. PIVOTAL may terminate this Agreement immediately without refund if Customer violates any of the terms and conditions of the Agreement. PIVOTAL may also terminate this Agreement immediately without cause at any time upon notice followed by issuance to Customer of a pro rata refund of the subscription fees applicable to the remainder of Customer's subscription. Customer's sole and exclusive right to terminate this Agreement shall be termination without cause upon written notice to PIVOTAL and payment of all unpaid fees for the full Initial Term or Renewal Term, as applicable, without refund or setoff.

b. Results of Termination. if Customer (i) is in material breach of a provision of this Agreement and such breach is not cured by Customer within fifteen (15) days after PIVOTAL provides written notice to Customer specifying in reasonable detail the nature of such breach; or (ii) discontinues its business operations and winds down its business. In the event of such termination, the rights granted hereunder shall expire and Customer shall have no further rights or access to the Subscribed Software. Upon termination, Customer shall promptly discontinue all commercial or other use of the Subscribed Software.

20. SURVIVAL. Upon termination of this Agreement, the following provisions of this Agreement shall survive: Sections 1, 5, 6, 8, 9(d) and any other terms which by their nature extend beyond the effective date of such termination.

21. DEFINITIONS.

a. "Customer" means the licensor of the Subscribed Software indicated on the Order Form or listed on a PIVOTAL invoice.

b. "Internal Use" means ordinary use for internal business purposes, not including any activities described in Section 2.

c. "Order" means, if applicable, the order form executed by PIVOTAL and Customer describing the Subscribed Software.

d. "Party" and collectively "Parties" means PIVOTAL and Customer.

e. "Authorized Users" means an individual employee or contractor of Customer to whom PIVOTAL assigns a user ID and password to access the Subscribed Software with a unique email address at the domain name of the Customer.

f. "Permitted Number" means the number of Authorized Users permitted to use the Subscribed Software.

g. "Third Party" means a party other than PIVOTAL or Customer.

h. "Confidential Information" means all non-public information, trade secrets and know-how disclosed pursuant to this Agreement which is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential. Notwithstanding the foregoing, any and all Subscribed Software and Proprietary Data provided by PIVOTAL to Customer, and the results of all evaluations and testing of the Subscribed Software by Customer, shall constitute Confidential Information of PIVOTAL without need for any marking or designation. Confidential Information will not include information which is: (i) already publicly known; (ii) discovered or created by the receiving party without reference to the Confidential Information of the disclosing party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (iv) required to be disclosed by law or court order.

i. "Proprietary Data" means the data points, databases, elements, records, documents, and other data to which Customer has access using the Subscribed Software or that is otherwise provided by PIVOTAL to Customer, including documentation and specifications for the Subscribed Software. Proprietary Data does not include data obtained from third party data providers on a pass-through basis or any derivative work product.

j. "Delivery" means the date on which PIVOTAL makes the Subscribed Software available to Customer.

k. "Term" means the Initial Term and/or the Renewal Term, as applicable.