

APPIAN CORPORATIONS END USER LICENSE AGREEMENT

License Agreement

- a. *“End User” means the entity that accesses, uses or otherwise deals with the Software.*
- b. *“Customer” means the State of Queensland*
- c. *“Customer’s Application” means the software application being requested for use by the End User*
- d. *“License” means these Terms and Conditions, including the license granted to the End User under these Terms and Conditions.*
- e. *“Permitted Purpose” means the use of the Customer’s Application for its own internal purposes.*
- f. *“Term” means the period for which the Customer permits the End User to use the Customer’s Application.*
- g. *“Terms and Conditions” means the terms and conditions set forth in this document.*

2. LIMITED LICENSE

These Terms and Conditions govern the End User’s use of Appian Corporation’s business process management software suite and associated documentation (collectively, the “Software”).

a. License.

Commencing upon the date End User receives an initial user name and password from the Customer and is able to access the Software through a connection to the Internet, subject to these Terms and Conditions, the Customer grants the End User a non-transferable, non-sub-licensable, non-exclusive license to access the Software solely for the Permitted Purpose via a password over the Internet for the Term.

The End User must comply with these Terms and Conditions at all times when accessing and/or using the Software.

If the End User allows another individual or organization to access or use the Software, then the End User will be liable for compliance with these Terms and Conditions, and for any violations by that user of these Terms and Conditions.

By accessing and/or using the Software over the Internet, the End User agrees with the Customer to accept and abide by these legally binding Terms and Conditions and any variation of these Terms and Conditions from time to time.

The End User acknowledges that any act of accessing or using the Software will each bind the End User to these Terms and Conditions.

The End User acknowledges that the Customer is not obliged to support the Software for the End User’s use in any way, whether by providing advice, error-correction, modifications, updates, new releases or enhancements or otherwise.

The Customer reserves the right to alter, amend, vary, modify, enhance, update or otherwise change the Software or features that form part of the Software at any time, with or without notice, and without liability.

b. Usernames and Passwords.

The End User must not disclose the End User’s user names and passwords associated with the Software to any other party. The End User is responsible for maintaining the confidentiality of its account and password information, and for restricting access to its computers. In the event of a breach of security, the End User agrees to immediately change its passwords and to promptly notify Customer of such breach in writing.

c. General Restrictions.

The End User must not:

- viii. alter, adapt, modify, reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Software (except as and only to the extent permitted by the Copyright Act 1968 (Cth) or otherwise permitted by the licensing terms governing use of any open sourced components included with the Software);
- ix. copy, digitise or reproduce the Software in any way, in whole or in part;
- x. create any derivative work based on the Software;
- xi. re-distribute or sub-license the Software, or any part thereof, to any third party;
- xii. create Internet "links" to the Software or "frame" or "mirror" any content available on the Software on any other server or wireless Internet-based device;
- xiii. operate the Software on a service bureau basis;
- xiv. store the Software in a retrieval system;
- xv. offer the Software for sale or hire; or
- xvi. allow, assist or permit any third party to do any of the foregoing.

The End User may perform limited reverse engineering, only to the extent permitted by the Copyright Act 1968 (Cth), provided that the End User first notifies the Customer of its intent to reverse engineer the Software.

3. OWNERSHIP

The Software is licensed to the End User, not sold. Except as expressly set forth herein, the Customer and its licensors retain all rights in the Software, and all intellectual property rights therein.

This Licence does not include or constitute any moral rights consent or waiver. The End User must not commit any act which would constitute a breach of an author's moral rights in respect of the intellectual property rights in the Software, except where that author has provided a moral rights consent in accordance with the requirements of the Copyright Act 1968 (Cth).

The End User warrants that it will not, in exercising its rights under this Licence, infringe the intellectual property rights or moral rights of any third parties.

The Software is a commercial service product pursuant to DFAR Sections 227-7202-1(a), 227.7202-3(a) and 252.227-7013(c) and FAR Sections 12.212 and 52.227-19.

4. RESPONSIBILITIES

The End User must report to the Customer immediately, and use reasonable efforts to stop immediately, any copying or distribution of the Software in violation of these Terms and Conditions that the End User is aware of or suspects.

5. DISCLAIMERS

THE SOFTWARE CONTAINS SOFTWARE LICENSED TO CUSTOMER FROM CERTAIN THIRD PARTY LICENSORS ("THIRD PARTY LICENSORS"). ANY WARRANTY PROVIDED IN CONNECTION WITH THE SOFTWARE IS FROM CUSTOMER, NOT THE THIRD PARTY LICENSORS, AND THE THIRD PARTY LICENSORS MAKE NO WARRANTY TO END USER IN CONNECTION WITH THE SOFTWARE. THE THIRD PARTY LICENSORS EXPRESSLY DISCLAIM ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES IN CONNECTION WITH THE SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE THIRD PARTY LICENSORS ARE NOT LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM END USER'S USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES. THE THIRD PARTY LICENSORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THOSE PROVISIONS OF THESE TERMS AND CONDITIONS RELATING TO THE THIRD PARTY LICENSOR'S SOFTWARE INCORPORATED INTO THE SOFTWARE.

The Customer does not provide any warranty nor does it accept any responsibility in respect of the Software or the intellectual property rights that the Customer licenses in the Software.

The Customer provides the Software for access and use on an "as is" basis and without warranties or conditions of any kind, whether express, implied or statutory, including without limitation any warranties or conditions of title, non-infringement, merchantability or fitness for a particular purpose.

The End User agrees that accepts any risks associated with the exercise of the permissions under these Terms and Conditions.

The End User agrees that the Customer is not liable for any direct, indirect, incidental, special or consequential damages or damages for loss of profits, revenue, data or use, incurred by it or any third party as a result of its access and/or use of the Software.

6. INDEMNITY

In no event and under no legal theory, whether in tort (including negligence), contract or otherwise, unless required by applicable law or as agreed to in writing, will the Customer be liable to the End User for damages, including any direct, indirect, special, incidental or consequential damage of any character arising as a result of this License or out of the use or inability to use the Software, even if the Customer has been advised of the possibility of such damages.

The End User hereby agrees to permanently release and indemnify the State of Queensland, the Customer, its related bodies corporate, directors, officers, employees, contractors, agents and representatives ("those indemnified") from and against:

- xvii. any loss or damage or liability for any loss or damage incurred by the End User; and
- xviii. any loss, liability, claim, demand, damage, cost or expense (including all legal costs and expenses on a full indemnity basis) made by any third party against those indemnified,

howsoever caused (including through negligence) arising directly or indirectly out of or in connection with:

- xix. the End User's access to and/or use of, or inability to use the Software (including, but not limited to, any claim by a person in respect of infringement of intellectual property rights or moral rights); or
- xx. any breach of these Terms and Conditions by the End User.

7. RELIANCE

The End User agrees that its access to and/or use of the Software is entirely at its own risk and that it must exercise its own skill and care in utilising the functions of the Software and assessing its suitability for, or relevance to, the End User's purposes.

The End User further agrees that the Customer accepts no responsibility for any interference with, loss, damage or disruption to the End User's personal computer system which arises in connection with the End User's access to and/or use of, or inability to use, the Software.

The End User must take all reasonable precautions to ensure that its access to and/or use of the Software does not expose the End User to any risk of viruses, malicious code or other forms of interference which may damage the End User's personal computer system, including its hardware, software or data.

8. EXCLUSION OF LIABILITY

To the maximum extent permitted by law, the Customer excludes all responsibility or liability (including without limitation, liability in negligence) for any loss or damage whatsoever which is suffered or incurred (including, but not limited to, direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue due to business interruption, loss of data, goodwill or business

opportunities or loss of, or damage to, the End User's reputation or personal computer system, including its hardware, software or data) as a result of the End User's access to and/or use of, or inability to use, the Software.

The End User agrees that any legal liability on the part of the Customer will be reduced by the extent, if any, to which the End User contributed to the loss or damage.

9. EXCLUSION OF WARRANTIES AND IMPLIED TERMS

The Customer excludes, to the maximum extent possible, any warranties which may be implied by law in relation to the Software including (but not limited to) any warranty that the Software:

- xxi. will comply with any specifications, perform in any particular way, or be useful for any particular purpose;
- xxii. is free from errors, defects, viruses or any other contamination;
- xxiii. will not damage the End User's personal computer systems (hardware or software) or cause loss or damage to the End User's data, or any other loss or damage whatsoever; and
- xxiv. does not infringe the intellectual property rights or moral rights of any person.

To the maximum extent permitted by law, the Customer excludes, and does not make any representation, warranty or endorsement of any kind, whether express, implied or statutory, in relation to the quality, content, accuracy, adequacy, completeness, accessibility, suitability, safety, security, reliability, fitness for a particular purpose, or any other aspect, of the Software and does not undertake to update or otherwise support the Software at any time.

10. SECURITY

Without limiting the above, the Customer does not warrant that the Software is free of errors, defects, viruses or any other contamination and does not guarantee continuous accessibility or uninterrupted operation of the Software or the security, authenticity, integrity or confidentiality of any transactions and other communications made using the Software. Accordingly, the Customer excludes, to the maximum extent possible, any liability for any loss suffered as a result of any such errors, defects, viruses or any other contamination.

11. RELEASE

Except in relation to liability (if any) which it is not lawful to exclude, the End User agrees that the Customer is under any liability to the End User and the End User hereby releases and discharges the Customer from any liability in respect of any direct, indirect, incidental, special, consequential or exemplary loss or damages (including any damages calculated by reference to loss of profit, revenue, data, goodwill or business opportunities and damage to the User's reputation or personal computer system, including its hardware, software or data) whether arising from negligence or otherwise, which may be suffered or incurred by the End User or any third party as a result of the End User's access to and/or use of, or inability to use, the Software.

The End User hereby agrees to waive, release, forgive, discharge and relinquish any and all claims that it may have against the State of Queensland, the Customer and its related bodies corporate, directors, officers, employees, contractors, agents and representatives in connection with, or arising out of, or incidental to, the End User's access to and/or use of, or inability to use, the Software.

12. TERMINATION

- y. Customer may in its sole discretion, immediately terminate the License and/or the End User's access to and/or use of the Software at any time, with or without notice to the End User, and for any reason including circumstances where the Customer suspects that the End User has breached these Terms and Conditions.
- z. *Upon the termination of the License, the End User will make no further use of the Software. Within five (5) business days after such termination, the End User will return to the Customer all originals of*

the Software and delete all copies of the Software in the End User's care, custody or control. The End User will certify to Customer that it has complied with the foregoing requirements. The foregoing obligations apply to copies of the Software in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or combined with other materials.

The following clauses survive termination of these Terms and Conditions: 2 (Limited License).

13. CONFIDENTIALITY

a. General.

The Software contains confidential and proprietary information of the Customer and its licensors. The End User agrees to use the Software only as expressly set forth herein and to maintain reasonable procedures to prohibit the unauthorized disclosure, duplication, misuse or removal of the Software.

The End User agrees not disclose the Software to any third party. Without limiting the foregoing, the End User agrees to use the same procedures and degree of care to avoid unauthorized disclosure or use of the Software as the End User uses to protect its own confidential information, but in no event using less than a reasonable degree of care.

b. Exceptions.

Clause 13(a) does not apply to information that:

- xxvii. was lawfully disclosed by the End User prior to the End User being required to treat the information as confidential;
- xxviii. is known to End User at the time of communication from Customer or its licensors;
- xxix. has become public knowledge through no breach of an obligation of confidence by the End User;
- xxx. has been lawfully received by End User from a third party which is not bound by a duty of confidentiality;
- xxxi. has been independently developed or released by End User without reference to the Software; or
- xxxii. is required to be disclosed pursuant to a subpoena or other validly issued administrative or judicial process, provided that the End User must give the Customer sufficient notice of such disclosure to allow the Customer and its licensors a reasonable opportunity to object to and take necessary legal action to prevent such disclosure.

14. EXPORT AND LOCAL LAWS

The Software uses technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union and Canada. The End User acknowledges and agrees that the Software shall not be used, and none of the underlying information, Software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Canada and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals").

The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Software, the End User represents and warrants that the End User is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The End User agrees to comply strictly with all applicable export laws and assume sole responsibility for obtaining any necessary licenses to export or re-export.

15. ASSIGNMENT AND NOVATION

The End User must not transfer, assign or novate its rights under the terms of the License granted herein.

16. ENTIRE AGREEMENT

These Terms and Conditions, as varied from time to time, constitute the entire agreement between the Customer and the End User in respect of the End User's access to and/or use of the Software.

17. GOVERNING LAW

These Terms and Conditions contain everything the parties have agreed in relation to the matters it deals with.

These Terms and Conditions are governed by and construed in accordance with the laws in force in the State of Queensland, Australia. The End User irrevocably and unconditionally agrees to submit to the exclusive jurisdiction of the courts of Queensland.

If the End User access and/or uses the Software from a location outside of Australia, the End User does so of its own initiative and is responsible for compliance with all applicable local laws.

The End User warrants that it has the authority to agree to these Terms and Conditions on its own behalf. If the End User is accessing and using the Software in the course of its employment by a third party ("employer"), the End User warrants that it has the authority to bind its employer by agreeing to these Terms and Conditions or that another person authorised by the employer has already agreed to these Terms and Conditions on behalf of the employer.