

November 20, 2013

## Datawatch Software LICENSE AGREEMENT

The parties hereto agree as follows:

1. **LICENSE GRANT:** Pursuant to this License Agreement (the "License Agreement"), Datawatch Corporation ("Datawatch") grants you the following non-exclusive, non-assignable, non-transferable, limited license rights to the software specified on Schedule A or the software you are currently installing, in machine-readable object code form only, any installation routines including license key codes, and the technical specifications, user documentation and training materials associated therewith (the "Documentation") (collectively, the "Software"), subject to your payment of the license fees as set forth in the Order Agreement and to the terms and conditions set forth herein.

(a) **Paid-up License.** You may install and Use (as defined below), on a perpetual basis (subject to Section 7 below), one copy of the Software or the number of copies of Software specified in the Order Agreement.

(b) **Single Named User License.** The Software is licensed to a single named user ("Single Named User") to be used by that individual only on a single physical or virtual computer (the "Computer"). The Single Named User License may be installed on a personal computer or workstation provided that the use of the Software is restricted to the Single Named User. The license for a named individual user can be installed on a network server if the corresponding network server license has been purchased. A separate license fee must be paid for each additional Computer on which the Software is used, and the Software may not be used on more Computers than the number of licenses listed on the Order Agreement. You may physically transfer the Software from one Computer to another in the licensed individual's possession and control, provided that you remove all copies of the Software from the Computer from which the Software is being transferred.

(c) **Network License.** If ordered as a Network License, the Network License can be installed on a network server for use only to allow client access to the Software on internal Computers. Each Computer that accesses the Software on the network server must have a separate software license (other than the user manager software). A license for the Software may not be shared or used concurrently on different servers. The number of CPUs contained in the server must be equal to or be less than the number of CPUs the software is licensed for on that server.

(d) **Subscription License.** If you purchased a subscription license pursuant to an Order Agreement, then you may Use the Software as described in Section 1(a), provided, however, that your right to use the Software is not perpetual and is time-limited to the term specified in the Order Agreement. If you do not purchase a term extension prior to the expiration of the then-current term, then at the end of such term this License Agreement (including any licenses granted hereunder) and the Order Agreement shall be terminated pursuant to Section 7 below and you must abide by all provisions stated therein.

(e) **Evaluation License.** If you are acquiring an evaluation license to the Software, Datawatch grants to you, and you accept, a non-exclusive, non-assignable, non-transferable, limited license subject to the terms and conditions of this License Agreement to Use the Software; provided that such usage is limited solely to the purpose of conducting tests and other evaluations to determine whether you wish to license the Software on a commercial basis. You shall not use the Software to perform any tasks for production or pre-production purposes or any other commercial use including, but not limited to, work for the benefit of your customers. This license is for Use by Authorized Users only. Your rights under this Section 1(e), and this License Agreement, shall expire on the date which is thirty (30) days from the date on which you first received the Software. Upon completion of the evaluation, or upon the expiration of the 30-day evaluation period, whichever occurs first, you must either purchase a license to the Software from Datawatch or destroy all copies of the evaluation Software, including backup copies.

(f) **"Use" and "Authorized User"**. For purposes of this License Agreement, "Use" means the processing of data for your internal operations and "Authorized User" means you or any of your employees who have been granted access to the Software, as well as third-party consultants who use the Software on your behalf and have executed confidentiality agreements with you that are at least as protective of Datawatch's confidential information as the provisions of this License Agreement, and have agreed to abide by all the terms and conditions of this License Agreement and the Order Agreement. You agree that you are responsible to Datawatch for all use of the Software by such employees and third-party consultants.

(g) **Restrictions.** The license rights granted to you under this License Agreement and the Order Agreement are expressly conditioned upon your compliance at all times with the license restrictions set forth in this Section 1(g). Failure to comply

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with such restrictions shall be grounds for Datawatch to terminate this License Agreement and the Order Agreement and your license rights hereunder immediately and without notice. You shall not:

(i) Use, print, display, publish, disclose, transmit, record, encumber by way of security interest or otherwise pledge or transfer, assign, distribute or make available the Software, except as expressly authorized herein. Any attempted transfer, assignment, encumbrance or pledge in violation of this License Agreement shall be void.

(ii) Make any copies of all or any part of the Software except for the number of installations of the Software equal to the number of licenses purchased pursuant to the Order Agreement, and up to one archival and backup copy of the Software.

(iii) Modify, translate, adapt, reverse engineer, decompile, disassemble, incorporate the Software, in whole or in part, in any other product, or create derivative works based on the Software. If, notwithstanding the foregoing restrictions, you make any modifications, enhancements or derivative works to the Software, you hereby assign to Datawatch all rights, title, and interest in and to such modifications, enhancements, and/or derivative works.

(iv) Use the Software to provide, or attempt to provide, any facility management, time sharing, service bureau, application hosting, application service provider (ASP), third party consulting service or other similar services, or to provide access to data to customers or other third parties.

(v) Rent, lease, sell, license or sublicense the Software to a third party or operate the software for the benefit of a third party, including in the provision of consulting services for third party clients. Any attempted rental, lease, sale, license or sublicense in violation of this License Agreement shall be void.

(vi) Remove any copyright, patent, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Software or any copy of the Software.

(vii) Install, or otherwise use, software or hardware that is capable of reducing the number of users directly accessing or using the Software (sometimes called "multiplexing" or "pooling" software or hardware) unless you purchase a multiplexer license from Datawatch, in addition to the number of required Single Named User Licenses.

(viii) Export the Software for the purposes of directly populating or loading any database or database management system for other than personal use.

(ix) Use the Software as part of any automated process developed using scripting, APIs or other programmatic methods.

(x) Use any software to read the Software output.

(xi) Permit others (including Authorized Users) to do any of the foregoing.

(h) Audit. You agree to allow Datawatch or its agent to inspect or conduct an independent audit from time to time on your use of the Software to verify your compliance with this License Agreement and the Order Agreement. In the event that any audit reveals an underpayment by you of more than five percent (5%) of the amounts due Datawatch in the period being audited, or that you have breached any term of this License Agreement or Order Agreement, then, in addition to any other remedies Datawatch may have, you will promptly pay to Datawatch any underpayments and the cost of the audit.

(i) Third Party Licenses. The Software distributed by Datawatch may include certain "Third-Party Software" which Datawatch and its wholly owned subsidiaries license from third parties. You may review any such Third Party Software licenses at the URL indicated in the Order Agreement and, by using the Software, you agree to be bound by their terms and conditions, in addition to those in this License Agreement.

2. **MAINTENANCE:** If you have purchased a maintenance contract on the Order Agreement, Datawatch will provide you with the following services ("Maintenance"): (1) telephone or email support from Monday through Friday during Datawatch's normal business hours, except public holidays; (2) supply of maintenance releases of the Software as described below; and (3) notification of product problems and solutions. Maintenance is available for the current Software version and the prior version. Provided that your Maintenance is not lapsed, Datawatch agrees to provide you, free of charge, with such

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maintenance releases, bug fixes, corrections, enhancements, updates and new releases to the Software (other than those independently priced and licensed) as Datawatch may release (collectively "Updates"). All Updates and upgrades shall be considered part of the Software for purposes of the License Agreement and shall be governed by all the same terms and conditions of this License Agreement and the Order Agreement as are applicable to the Software. To reinstate lapsed Maintenance, you must pay Maintenance fees for the full lapsed period plus the annual period going forward from the renewal date (at the maintenance price current at the time of the reinstatement), in addition to a reinstatement fee. Maintenance that lapses for more than six (6) months is not eligible for reinstatement.

3. **OWNERSHIP:** You acknowledge and agree that Datawatch and its suppliers maintain exclusive ownership of all right, title and interest in and to the Software, in all forms and all copies thereof including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks, and proprietary and confidential information rights associated with the Software. You agree to reproduce and include the copyright notices on any copies of the Software which you are permitted to make. The Software is protected by US copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. This is a license, not a sale of the Software or any copy of it, nor is it a waiver of any intellectual property rights of Datawatch. You acknowledge and agree that nothing in this License Agreement or the Order Agreement gives you any right, title or interest in or to the Software except for the limited express rights granted pursuant to Section 1 of this License Agreement. All rights not expressly granted herein shall be reserved to Datawatch. No implied licenses are granted hereunder.

4. **DELIVERY:** Datawatch shall deliver the Software set forth on the Order Agreement via electronic delivery to the address set forth on this Order Agreement, or, if electronic delivery is somehow not practicable in Datawatch's judgment, then FOB shipping point. Unless otherwise agreed by the parties, the Software will be delivered on media containing, together, one copy of the Software and one copy of such user manuals and other printed material which may be included with the Software. You assume all risk of loss, damage or destruction of the Software after receipt of the Software.

5. **PAYMENT:** License and Maintenance Fees are billed according to the schedule outlined in the Order Agreement. Invoices shall be paid by you within thirty (30) days of receipt. Any late payments to Datawatch will accrue interest at the lesser of (i) eighteen percent (18%) per annum and (ii) the maximum interest allowable by law. You must notify Datawatch in writing within thirty (30) days of receipt of invoice of any disputed amounts and must pay all undisputed amounts in full when due. You shall be responsible for all reasonable costs incurred by Datawatch in connection with collecting amounts past due, including without limitation, attorney and collection fees. All fees and expenses are exclusive of any national, state, municipal, or other governmental excise, sales, value-added and occupational taxes and other fees and levies, all of which you shall be responsible for and will pay in full, other than taxes based on Datawatch's net income.

6. **CONFIDENTIALITY:** You acknowledge and agree that the Software is confidential information of Datawatch and that it constitutes valuable proprietary information and trade secrets of Datawatch. Accordingly, you agree to use the Software only in accordance with the terms and conditions of this License Agreement and to implement commercially reasonable procedures to prevent other persons from obtaining access to or use of the Software without your knowledge and Datawatch's prior express written permission.

7. **TERMINATION:**

(a) **Termination by You.** You may terminate this License Agreement and related licenses at any time by destroying the Software, together with all copies in any form, and providing Datawatch with written notice of termination and certifying such destruction. In the event of any such termination, you agree that any pre-paid fees are non-refundable. If the Order Agreement provides for ongoing payments during a specified term, and you terminate prior to the end of such term, you agree to pay the full amount that would have become due during such term, and such payment shall be due in full upon termination.

(b) **Termination by Datawatch.** Without prejudice to any other rights, Datawatch may terminate this License Agreement and the Order Agreement immediately upon written notice to you if you fail to comply with any of the terms and conditions of this License Agreement (including without limitation any violation of the restrictions set forth in Section 1(g) or the failure to pay any amounts owed by you to Datawatch pursuant to this License Agreement or the Order Agreement), or in the event that you cease business operations, make a general assignment for the benefit of creditors, are adjudged bankrupt, or become insolvent.

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(c) Effect of Termination or Expiration. Upon termination of this License Agreement for whatever reason, or upon expiration of any term-limited licenses granted to you, all Order Agreements regarding your use of the Software, and all licenses granted hereunder and thereunder, shall be immediately terminated. Within 15 days following the effective date of such termination or expiration, you must return to Datawatch or destroy all copies of the Software and all of its component parts and delete or otherwise remove the Software from any computer hardware on which it was installed, and promptly certify in writing to Datawatch that the same have been returned or destroyed. Termination of this License Agreement or the Order Agreement shall not relieve either party of any payment or other obligation under this License Agreement or the Order Agreement which was to have been performed by such party prior to termination. Sections 1(g), 1(h), 3, 5, 6, 7(c), 8(b), 8(c) and 10-18 of this License Agreement shall survive the termination or expiration of this License Agreement.

#### 8. LIMITED WARRANTY AND LIMITATION OF LIABILITY:

(a) Datawatch warrants solely that, for a period of thirty (30) days from the date of your receipt of the Software, (i) the Software will function substantially in accordance with published specifications on the date of delivery to you provided that you use the Software in accordance with this License Agreement, the Documentation provided, and as otherwise directed by Datawatch; and (ii) the media on which the Software is distributed are free from defects in materials and in workmanship. This warranty does not apply if: (1) the Software has been altered or modified, (2) the Software has not been installed, operated, repaired or maintained in accordance with the Documentation, (3) the Software has been subjected to abnormal physical or electrical stress, misuse, negligence or accident, (4) the version of the Software used does not include all Updates available from Datawatch, or (5) the defect or error was caused by third-party hardware or software malfunctions or failure or by acts or omissions caused by persons other than Datawatch. Provided that you give notice of return to Datawatch within such 30-day period and that you return the Software with a copy of your receipt no later than ten days after the expiration of such 30-day period, a copy of this License Agreement and the Order Agreement and a written statement specifying in reasonable detail the nature of the claimed non-conformance or defect then, as your exclusive remedy, and as Datawatch's entire liability, whether in contract, tort or otherwise, for non-conformity with the foregoing limited warranty, Datawatch will, at its discretion, do one of the following: (a) use reasonable commercial efforts to correct the non-conformance or defect of the Software; (b) replace the Software at no additional charge; or (c) refund the license fee and terminate your license to Use the Software. Datawatch does not warrant that the Software will meet your requirements or that the operation of the Software, or any Third Party Software, will be uninterrupted or error free. No oral or written information given by Datawatch, its agents, or employees shall create a warranty. The limited warranty provided in this Section 8(a) gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

(b) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8(a) ABOVE, DATAWATCH DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (REGARDLESS OF ANY KNOWLEDGE OF YOUR PARTICULAR NEEDS) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED BY APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS AFTER RECEIPT OF THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE ABOVE LIMITATION MAY NOT APPLY. You assume full responsibility for the selection of the Software to achieve your intended results and for the installation, use, and results obtained from the Software, including but not limited to providing a suitable system for installation, providing the appropriate environment for operating the Software and loading your data. Due to the inherent complexity of computer software, you are advised to verify your work.

(c) DATAWATCH'S CUMULATIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, OR DATAWATCH'S AGREEMENT WITH YOU, SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU FOR THE SOFTWARE IN THE PRECEDING TWELVE MONTHS. IN NO EVENT SHALL DATAWATCH OR ITS DEVELOPERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR SUPPLIERS BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS). THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH DAMAGES ARE SOUGHT AND EVEN IF DATAWATCH OR A REPRESENTATIVE OF DATAWATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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IF APPLICABLE LAW RESTRICTS THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THEN THE FOREGOING PROVISIONS SHALL BE DEEMED TO EXCLUDE AND LIMIT DATAWATCH'S LIABILITY FOR ANY SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

You acknowledge that Datawatch has established the license fee for the Software based on the limitations contained in this Section 8 and you have agreed to the license fee paid based in part upon your agreement with and acceptance of the terms of this Section 8.

9. INDEMNIFICATION:

(a) Indemnity. Datawatch shall indemnify, defend and hold harmless you and your directors, officers, agents, Authorized Users, and employees (collectively, the "Indemnified Parties") against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any action, suit, claim, demand, or proceeding that the Software or Use thereof infringes or misappropriates any United States patent, copyright or trademark of any third party. The foregoing shall not apply unless the Indemnified Parties (i) inform Datawatch as soon as practicable of the suit or action alleging such infringement, (ii) allow Datawatch to control the defense of such suit or action and any related negotiations or settlement, and (iii) cooperate with Datawatch in such defense or settlement.

(b) Limitations. If the Software is held to infringe or is believed by Datawatch to possibly infringe, Datawatch shall have the option, at its expense, to (i) modify the Software to be non-infringing; or (ii) obtain for you a license to continue using the Software. If Datawatch determines it is not commercially reasonable to perform either of the above options, then Datawatch may at its option elect to terminate the license for the Software and refund the fees paid to Datawatch by you for the Software on a five year amortization schedule from the date of the Order Agreement. THIS SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT. Notwithstanding any other provision of this License Agreement, Datawatch assumes no liability, and shall have no liability, for any claims or allegations of infringement with respect to the Software, or any software in or with which the Software may be used, based on: (1) an Indemnified Party's use of the Software after Datawatch's notice to cease use of the Software due to a claim or allegation of infringement; (2) any modification of the Software by an Indemnified Party or pursuant to your provided specifications; (3) an Indemnified Party's combination of Software with non-Datawatch Software, data, hardware, or other materials, if such infringement claim would have been avoided by the exclusive use of the Software alone; 4) Use of the Software that does not include all Updates available from Datawatch if such Update is necessary to avoid infringement; (5) any trademark or trade name infringement involving any marking or branding of an Indemnified Party; or (6) use of any Software licensed pursuant to Section 1(e) of this License Agreement.

10. GOVERNING LAW AND JURISDICTION: This License Agreement and the Order Agreement shall be governed, interpreted, and enforced by the laws of the Commonwealth of Massachusetts, excluding Massachusetts' choice of law principles, and all claims relating to or arising out of this License Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the Commonwealth of Massachusetts, excluding Massachusetts' choice of law principles. Any legal action brought involving this License Agreement or the Order Agreement shall be brought only in the courts of the Commonwealth of Massachusetts, in the County of Middlesex, or in the federal courts located therein. Both parties to this License Agreement submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Datawatch as a party, Datawatch and you specifically agree to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise take any and all reasonable actions to achieve the objectives of this provision. The parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this License Agreement and the Order Agreement.

11. TRANSFER OF LICENSE: You may not transfer or assign this License Agreement or the Order Agreement, any licenses granted hereunder or all or a portion of the Software to any third party. Datawatch may freely assign this License Agreement and the Order Agreement in whole or in part.

12. ENTIRE AGREEMENT: This License Agreement and the Order Agreement, if applicable, together constitute the entire agreement and understanding of the parties and supersede all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written. This License Agreement and the Order Agreement may be amended or modified only by a subsequent agreement in writing signed by each of the parties and may not be modified by course of conduct or the terms of any purchase order or sales invoice. The waiver by either party of a breach of a term or condition of this License

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Agreement or the Order Agreement must be in writing and will not be construed as a waiver of any subsequent breach of such term or condition or the waiver of the provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach. In the event of any conflict between the terms of this License Agreement and those of the Order Agreement, the terms of the Order Agreement shall govern with respect to the subject matter of such conflicting terms.

13. **SEVERABILITY:** In the event any provision of this License Agreement or the Order Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby, and that provision shall be reformed, construed and enforced to the maximum extent permissible, provided that this License Agreement and the Order Agreement shall not then substantially deprive either party of the bargained-for performance of the other party. Any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

14. **U.S. GOVERNMENT RESTRICTED RIGHTS:** The Software is a "commercial item" as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 227.7202-1, 227.7202-3 and 227.7202-4 (June 1995). If you are the U.S. Government or any agency or department thereof, the Software is licensed hereunder (i) only as a commercial item, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions of this License Agreement and the Order Agreement.

15. **EXPORT LAWS:** None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, you agree to comply with all relevant export laws and regulations of the United States and any local laws in your jurisdiction that may impact your right to import, export or use the Software, and represents that you have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

16. **REMEDIES:** You acknowledge the uniqueness of the Software and agrees that a breach of this License Agreement by you could cause Datawatch irreparable harm for which money damages may not be adequate, and that Datawatch shall therefore be entitled to obtain, in addition to any other rights of recovery Datawatch may be entitled to pursue at law or in equity, timely injunctive relief to protect Datawatch's rights under this License Agreement without the necessity of posting a bond. Any such relief will be in addition to and not in lieu of any appropriate relief in the way of monetary damages as may be granted by a court of competent jurisdiction.

**17. U.S. FOREIGN CORRUPT PRACTICES ACT; ANTI-BRIBERY AND CORRUPTION:** The parties agree to comply with, and not to perform any act that would subject the other party to sanctions under the U.S. Foreign Corrupt Practices Act and/or all applicable international anti-bribery and corruption laws, regulations, and orders. In particular, the parties agree that in connection with, or in the performance of this License Agreement, a party will not make or promise to make any payment (whether in currency, property or other thing of value) to any third person, firm or entity (including, without limitation, any government official or representative) for the purpose of obtaining or retaining business. Each party agrees that it does not desire and will not request any service or action by the other party that would or might constitute a violation of the Foreign Corrupt Practices Act and/or any applicable international anti-bribery and corruption laws, regulations and orders, including but not limited to the UK Bribery Act.

18. **GENERAL:** The terms, representations, warranties and agreements of the parties set forth in this License Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party. This License Agreement and any Order Agreement may be executed in two or more counterparts and by PDF, each of which shall be deemed to be an original for all purposes hereof. Notice under this License Agreement shall be in writing and may be by overnight mail, in person, or by electronic mail and shall be deemed served when delivered.

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Schedule A

Datawatch Server – Automation Edition

Datawatch Report Mining Server

Datawatch Report Mining Server – Client Access License

Datawatch Desktop

SAMPLE