



nexB Inc. Software Subscription License Agreement

This Software Subscription License Agreement (the “Agreement”) is entered into by and between nexB Inc., a California corporation, having its principal place of business at 735 Industrial Road Suite 101, San Carlos, CA 94070 and _____, a _____ corporation, having its principal place of business at _____ (“Licensee”). This Agreement is effective as of _____ (“Effective Date”).

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- (a) “**Agreement**” means this Software Subscription License Agreement.
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- (c) In addition to any other termination rights provided in this Agreement, either party may terminate this Agreement immediately upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within 30 days after delivery of a written notice describing the breach.

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16. GENERAL

- (a) Licensee agrees that all agreements, notices, disclosures, and other communications that nexB provides to Licensee electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.
- (b) Licensee shall not assign this Agreement or transfer any of its rights hereunder, or delegate the performance of any of its duties or obligations arising under this Agreement, whether by merger, acquisition, sale of assets, operation of law, or otherwise, without the prior written consent of nexB. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto. Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights.
- (c) This Agreement will be governed by the laws of the State of California without regard to conflicts of law provisions thereof. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. Each party irrevocably consents to the exclusive jurisdiction of and venue in the federal or state courts seated in the Counties of San Francisco, San Mateo or Santa Clara, California.
- (d) Any terms of this Agreement that by their nature extend beyond the termination of this Agreement shall remain in effect until fulfilled, and such terms shall apply to the respective successors and assigns of either party. Terms that survive include, but are not limited to, the provisions of Sections 4 (Ownership), 5 (Confidentiality), 7 (Limited Warranty), 9 (Limitation of Liability) and 16 (General).
- (e) If any term of this Agreement is found invalid or unenforceable that term will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force.
- (f) The parties are independent contractors and nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties.
- (g) This Agreement, including the third-party software license agreements and any Order Forms that incorporate this Agreement, represents the entire agreement between the parties relating to Licensee's use of the Software, Content and Documentation and supersedes any and all prior or contemporaneous oral or written representations, communications, or advertising with respect to the Software, Content and Documentation whether written or oral, except to the extent nexB makes any software or services available to Licensee under separate written terms.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

nexB

Licensee -

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



**nexB Inc. Software Subscription License Agreement
Exhibit A – Sample Order Form**

Quote For:
Contact:

From nexB Inc.
735 Industrial Road Suite 101
San Carlos, CA 94070
Phone: 650-592-2096
Email: finance@nexb.com

Quote Date	Quote #	Quote Expiration Date	Payment Terms
			Net 30

Line	Item	Description	Unit	Qty	Unit Price	Line Total
01	Dejacode Software Subscription License	xxxx Subscription Plan including up to: <ul style="list-style-type: none"> • nn Dataspaces • nn Products • nn Users • nn API Bundles 	Month	12		
02	DejaCode Content Pack	Software Component and License Data	Month	12	Included	
03	Updates and Technical Support	Software and Data Updates with Standard Technical Support	Month	12	Included	
					Sub-Total	
					Sales Tax	
					Total	

This quote is subject to the following conditions:

- Your use of nexB software is subject to the terms and conditions defined in your Software Subscription License Agreement (SSLA) with nexB.
- Updates and Technical Support are provided according to the policies defined in the document DejaCode Technical Support – Exhibit B attached to your SSLA.



nexB Inc. Software Subscription License Agreement Exhibit B – DejaCode Technical Support

nexB provides technical Support for DejaCode Software, Content and Documentation with a current DejaCode Subscription including the following:

- Providing guidance on installation and configuration
- Identifying and troubleshooting problems
- Providing workarounds and solutions for verified problems
- Tuning the application for performance
- Providing assistance for Software Updates

Issue Reporting

The primary way to notify nexB of an issue is to create a Request in our Customer Support System (CSS) which requires a Web browser for access. When your Subscription for DejaCode starts, you will be invited to register with our Customer Support System. We recommend creating two contacts for your organization (one primary and one backup). Once you are registered, you can enter a Request directly or by email.

Please provide as much information as possible about how to replicate the problem you are experiencing. We will replicate the issue to verify it and provide a solution. Many issues may require a temporary workaround before a permanent fix is available.

When you create a ticket, please rate the Severity of the issue according to the Severity Descriptions in the table below.

Severity Level	Severity Description	Response Time	Workaround Time	Permanent Solution Time for Temporary Workaround
1	Critical problem that blocks functional usage of the Software.	Up to 6 business hours to respond	Up to 24 business hours for a workaround	Up to 10 business days
2	Software functionality or performance is materially impaired.	Up to 12 business hours to respond	Up to 3 business days for a workaround	Up to 15 business days
3	Software functionality or performance is not materially impaired.	Up to 48 business hours to respond	Up to 10 business days for a workaround	Best effort for next release

When nexB provides a Workaround for an issue, the Severity of that issue is downgraded to a lower level.

If you need to speak directly to nexB about a Request because of its Severity Level or because you want to request an escalation, you contact us by telephone at +1 (650) 592-2096 during nexB's normal business hours which are Monday to Friday, 8 AM to 6 PM Pacific time, excluding US holidays.

Software Updates

nexB releases software Updates on a quarterly cycle (calendar quarters). Each Update will normally include "permanent" fixes for bugs and enhancements plus updates to License and Component data.

nexB provides technical support for the current maintenance release plus the two prior releases.

DejaCode Dataspaces are designed so that you can customize your License and Component data and still receive License and Component data updates from nexB without losing your changes. All Content updates from nexB are applied only to the nexB Reference Dataspace (Cloud or On-premises).



Patch Policy

Cumulative fixes and enhancements are available with each Software Update. nexB will only provide software patches separate from a scheduled Update in unusual circumstances. If you report an issue that has been fixed in a newer release than the release that you have installed, then nexB will request that you upgrade to that newer release. nexB will only consider creating a patch for an older release if:

- nexB provides technical support for this release AND,
- The issue is critical (Severity 1) AND,
- There is no Workaround provided by nexB for this issue AND,
- The patch is technically feasible (i.e. does not require a major change in architecture) AND,
- The patch does not negatively impact the quality or integrity of the product.

nexB will not provide a patch for a non-critical issue.

Support Warranty

nexB warrants that all Support services will be performed in a timely, professional, and workmanlike manner in accordance with applicable industry standards.