

ZEND END-USER LICENSE AGREEMENT

PLEASE READ THE FOLLOWING ZEND END-USER LICENSE AGREEMENT (THE "<u>AGREEMENT</u>") BEFORE INSTALLING AND USING THIS SOFTWARE PROGRAM ASSOCIATED WITH THIS AGREEMENT.

CLICKING ON THE "ACCEPT" OR "YES" BUTTON IN RESPONSE TO THE ELECTRONIC AGREEMENT INQUIRY AS TO ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, INSTALLING, OR DOWNLOADING THE SOFTWARE, INDICATES ACCEPTANCE OF AND AGREEMENT TO, AND LEGALLY BINDS, LICENSEE, LICENSEE'S EMPLOYER (COLLECTIVELY THE "<u>LICENSEE</u>"), AND ZEND TECHNOLOGIES USA, INC. ("<u>ZEND</u>"), A SUBSIDIARY OF PERFORCE SOFTWARE, INC., TO THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY TERMS, CONDITIONS, AND RESTRICTIONS CONTAINED IN ANY ORDER RELATING TO THE SOFTWARE). IF THE LICENSEE DOES NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THEN DO NOT DOWNLOAD, INSTALL, OR OTHERWISE USE THE SOFTWARE.

THE RIGHT TO USE THE SOFTWARE IS CONDITIONAL UPON ACCEPTANCE OF THIS AGREEMENT, UNLESS THE LICENSEE HAS ENTERED INTO A WRITTEN AND DULY SIGNED AGREEMENT WITH ZEND, IN WHICH CASE SUCH SIGNED AGREEMENT WILL GOVERN THE LICENSEE'S USE OF THE SOFTWARE.

- 1. License
- 1.1. Grant of License. Subject to the terms of this Agreement, and upon payment of the applicable license fees, for the applicable term (perpetual or subscription/time-limited), Zend hereby grants to Licensee, and Licensee accepts, a limited, nonexclusive, nontransferable, license to use the machine-readable object code of Zend's computer software program or programs, including any additional releases of such programs as are made available by Zend to Licensee from time to time, and the user manuals (the "Documentation") accompanying the program (the "Software"), only as authorized in this Agreement. For purposes of this Agreement, the Software includes any updates, enhancements, modifications, revisions, or additions to the Software made available to Licensee by Zend. Notwithstanding the foregoing, Zend shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Software. The term of the license is as set forth in a duly authorized quotation issued by Zend to Licensee that specifies the Software and may include other terms and conditions governing such Software (such as the fees and the term of the license) and a purchase order, if applicable, issued by Licensee to Zend in response to and reflecting such quotation with no additional or different terms, unless such additional or different terms are expressly accepted by Zend in writing (collectively, an "Order").
- 1.2. Scope of Use. Licensee may use the Software activated by a license key for the number of computing instances (either virtual computing environment(s), or physical computing device(s)) owned, leased, or otherwise controlled by Licensee, at the rates specified for metered usage, or for the number of authorized users, as specified in an Order. An Order may also specify other applicable license scope terms and conditions. For purposes of this Agreement, "use" of the Software means loading the Software into the temporary or permanent memory of a computing device and executing the Software. If Licensee distributes the Software to multiple computing instances (either virtual computing environments or physical computing devices) or authorized users, Licensee must ensure that its usage does not exceed the usage for which it has paid the applicable license fees, or Licensee will be in breach of this Agreement unless the Order is for metered use.
- 1.3. Restrictions, Copies, and Modifications. Licensee may not reverse engineer, decompile, disassemble, or otherwise translate the Software or any license keys Licensee has obtained. Licensee may not modify or adapt the Software or any license keys that Licensee has obtained in any way. Licensee may make one copy of the Software, the Documentation, and any license keys that Licensee has obtained, solely for backup or archival purposes. Any such copies of the Software, Documentation, or license keys shall include any copyright or other proprietary notices that were included on such materials when Licensee first received them. Except as authorized in this Section 1.3, no copies of the Software, Documentation, or license keys, or any portions thereof, may be made or distributed by Licensee or any person under

Licensee's authority or control. Licensee may not allow third party use of the Software or use of the Software as a service bureau.

- 1.4. **Assignment of Rights.** Licensee will not sublicense, lease, rent, or lend its rights in the Software, Documentation, or license keys, as granted by this Agreement, to any party without prior written consent of Zend.
- 1.5. **Product Specific Special Terms.** The provisions of this Section 1.5 are applicable to the specific product mentioned and are exceptions to other provisions of this Agreement that serve to modify such provisions only to the extent such provisions relate to these products.

Zend Server – There are multiple editions of Zend Server, each with different functionality and Service Level Agreements (SLA). Notwithstanding anything to the contrary set forth in this Agreement, Licensee is permitted to duplicate and distribute the Zend Server product, on a standalone basis or combined with other products, provided that Licensee: (i) does not make any modifications to Zend Server and does not distribute the entire Zend Server Software program; (ii) does not modify or remove any proprietary rights notices or markings, or remove or modify this Agreement as included in any such distribution; (iii) clearly indicates that Zend Server is included in Licensee's distribution; (iv) does not use Zend's name, logos, or trademarks, or the name, logos, and trademarks of any included third party software, in any way that might state or imply Zend's. or a third party's endorsement of Licensee's product; and (v) does not transfer with any such copy any license keys for Zend Server. Licensee is not allowed to operate Zend Server without a valid license.

Zend Server Developer Edition – Zend Server Developer Edition is limited for use in software development and may not be used in production and staging. Plugins provided with Zend Server or downloaded from Zend Gallery fall under the terms outlined in the applicable BSD license agreement located in Zend's Github repository located at https://github.com/zend-server-extensions.

Zend PHP – There are multiple versions of Zend PHP, and the Service Level Agreements (SLA) for Zend PHP provide different levels of feature and support access. Notwithstanding anything to the contrary set forth in this Agreement, Licensee is permitted to duplicate and distribute the Zend PHP product, on a standalone basis, or combined with other products, provided that Licensee: (i) does not make any modifications to Zend PHP; (ii) does not modify or remove any proprietary rights notices or markings, or remove or modify this Agreement as included in any such distribution; (iii) clearly indicates that Zend PHP is included in Licensee's distribution; (iv) does not use Zend's name, logos, or trademarks, or the name, logos and trademarks of any included third party software, in any way that might state or imply Zend's, or a third party's, endorsement of Licensee's product; and (v) does not transfer with any such copy any repository credentials for Zend PHP. Zend PHP is licensed as a perpetual license, and Licensee will be provided with credentials that will permit Licensee to download the desired packages that are available for Zend PHP. The version of the packages of Zend PHP installed by Licensee while the Licensee's credentials are active will remain available to Licensee to continue using once the credentials expire subject to continued compliance with the terms of this Agreement, and Licensee will no longer be eligible to receive any further updates or fixes to the versions of the installed packages of Zend PHP.

Zend Studio - Zend Studio is not available for Licensee to distribute. If the license key for Zend Studio expires and is not renewed for a subscription or limited term license, Zend Studio will continue to operate, but it will operate at a reduced functionality. This reduced functionality version is licensed on a perpetual basis, without charge, subject to continued compliance with the terms of this Agreement.

Zend Guard - Zend Guard is not available for Licensee to distribute. However, Licensee may distribute Zend Optimizer and Zend Guard Loader (the runtime c components for encoded files) to Licensee's end customers, provided that Licensee's end user customers enter into an end user agreement that contains, at a minimum, the following provisions covering the Zend embedded components: (i) prohibits reverse compilation and/or reverse assembly; (ii) disclaims all warranties; and (iii) disclaims liability for any indirect, incidental, or consequential damages.

- 1.6. **Compliance with Laws; Export Control**. Licensee agrees to comply fully with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards relating to any export controls and economic sanctions laws of the United States or abroad. Accordingly, any use, transshipment, or diversion of the Software contrary to applicable export control laws or sanctions laws is prohibited.
- 1.7. Federal Government End Use Provisions. Zend may provide the Software for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined

in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), and the Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Zend to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights.

2. Intellectual Property Protection and Confidentiality

- 2.1. Use Reporting, License Violations, and Remedies. Zend reserves the right to gather data on license key usage including license key numbers, server IP addresses, domain counts, and other information deemed relevant, to ensure that our products are being used in accordance with the terms of this Agreement. Upon providing Licensee with ten (10) days' advance written notice, Zend may review Licensee's use of the Software to verify Licensee's compliance with the terms of this Agreement. Any such verification process will be: (a) restricted in scope, documentation, manner, and duration to that which is reasonably necessary to achieve its purpose; and (b) conducted during regular business hours at Licensee's facilities if a remote verification process is not possible. Zend will not unreasonably interfere with Licensee's business activities during such verification process. Licensee will be liable for promptly remedying any underpayments revealed during the verification process at the then-current price for any unauthorized license keys. Any unauthorized use shall be considered by Zend to be a violation of this Agreement. This is not a sole remedy for a violation of this Agreement, and Zend may exercise any other remedies available to it at equity or law.
- 2.2. License Automatic Update and Expiration. Licensee license may include an expiration date that can result in the termination of the license. There is no expiration date for perpetual license keys, however upgrades and support are only available if Licensee purchase support from Zend. Zend may terminate Licensee's license if it determines that a license is used in violation of the terms of this Agreement. If Licensee's license key is stolen, or if Licensee suspect any improper or illegal usage of Licensee's license key outside of Licensee's control Licensee should promptly notify Zend of such occurrence. A replacement license will be issued to Licensee and the suspect license will be allowed to expire. For limited-term license, Licensee's periodic payment must be processed prior to the expiration date in order for the license updates to be performed. It is Licensee's responsibility to contact Zend regarding any potential expiration that Licensee deem inappropriate. Zend shall not be liable for any damages or costs incurred in connection with the expired licenses.
- 2.3. Proprietary Rights to Software and Trademarks. Licensee acknowledge that the Software and the Documentation are proprietary to Zend, and the Software and Documentation are protected under United States copyright law and international treaties. Licensee further acknowledge and agree that, as between Licensee and Zend, Zend owns and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant Licensee any ownership interest in or to the Software or the Documentation, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Any and all trademarks or service marks that Zend uses in connection with the Software or with services rendered by Zend are marks owned by Zend. This Agreement does not grant Licensee any right, license, or interest in such marks, and Licensee shall not assert any right, license, or interest in such marks or designs that are confusingly similar to such marks.
- 2.4. **Confidentiality.** Licensee shall permit only authorized users, who possess rightfully obtained license keys, to use the Software. Except as expressly authorized by this Agreement, Licensee shall not make available the Software, Documentation, or any license key to any third party. Licensee will use Licensee's best efforts to cooperate with and assist Zend in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.
- 3. License Fees. The Software will be available to Licensee for use upon Licensee's receipt of a license key. Licensee may obtain one or more license keys by ordering the license keys from Zend or a Zend reseller, as the case may be. The license fees paid by Licensee for the license keys are paid in consideration of the license granted under this Agreement. Licensee shall, in addition to license fees, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of Licensee's purchase and use of the Software, excluding income taxes on the net profits of Zend.

- 4. **Software Maintenance and Support**. Services Zend Server Products are available only on a subscription basis. There are multiple versions of Zend Server, each with different functionality and SLA. For Zend Studio and Zend Guard, Licensee may elect to purchase Software upgrade and support services by so ordering from Zend or a Zend reseller and paying the applicable fees.
- 5. Term and Termination. This Agreement is effective upon Licensee's acceptance of the Agreement, or upon Licensee's downloading, installing, accessing, or using the Software, even if Licensee have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated. Without prejudice to any other rights, this Agreement will terminate automatically if Licensee fail to comply with any of the limitations or other requirements described herein. If Licensee is licensing the Software on a limited term basis and fail to pay the applicable license fees or renewal license fees, Zend shall have the right to interrupt Licensee's use of the Software. Zend may terminate this Agreement if Licensee breach any term of the Agreement by giving Licensee written notice of Licensee's breach and Zend's decision to terminate the Agreement. Upon termination of this Agreement, Licensee agrees to either return to Zend the Software, Documentation, all copies thereof, and all license keys that Licensee have obtained, or to destroy all such materials and provide written verification of such destruction to Zend.
- Indemnification. Zend shall, at its expense, defend and indemnify Licensee for damages and reasonable 6. costs finally incurred in any suit or claim brought against Licensee alleging that the Software infringes any U.S. patent, copyright, trade secret or similar right, provided that Zend is promptly notified, rendered reasonable assistance by Licensee as required, and permitted to direct the defense or settlement negotiations. Zend shall have no obligation to defend or indemnify any infringement claim that arises from or relates to: (i) a modification of the Software by Licensee or any third party, (ii) a combination of the Software with other software products, components, processes or materials, (iii) Licensee's failure to incorporate or implement modifications directed by Zend, (iv) third party or open source software components, (v) use of the Software in a manner inconsistent with the Documentation, or (vi) any Software provided for evaluation or trial use or marked as beta or early access. Should the use of Software by Licensee be enjoined, or in the event Zend wishes to minimize its potential liability hereunder, Zend may, at its option. either: (i) substitute fully equivalent non infringing software; (ii) modify the infringing Software so that it no longer infringes but remains functionally equivalent; (iii) obtain for Licensee, at Zend's expense, the right to continue use of the Software; or (iv) take back the infringing Software and refund to Licensee pre-paid license fees applicable to the remainder of the license term, or if a perpetual license was purchased, the purchase price paid, less depreciation amortized on a three-year straight line basis. This indemnification sets forth Zend's sole liability and Licensee's sole remedy for claims of infringement arising from Licensee's use of the Software. Licensee will, at Licensee's own expense, indemnify and hold Zend, and its subsidiaries and affiliates, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees, arising out of any use of the Software by Licensee, any party related to Licensee, or any party acting upon Licensee's authorization in a manner that is not expressly authorized by this Agreement. Licensee's indemnification does not include claims of infringement that are covered by Zend's indemnification above.

7. Warranty.

- 7.1. Disclaimer Zend warrants for a period of thirty (30) days from Licensee's receipt of the Software that the Software will materially conform to the Documentation. This warranty covers only problems that are reproducible and verifiable and does not cover software, or other items or any services provided by any persons other than Zend. Maintenance and support, if any, are governed by a separate agreement. Software, which has been abused, misused, damaged, modified, or subjected to unauthorized use or installation, used in a manner inconsistent with the Documentation or used with components not authorized by Zend, shall void this warranty. Zend's sole liability (and Licensee's sole and exclusive remedy) for any breach of this warranty shall be, in Zend's sole discretion, to use commercially reasonable efforts to provide Licensee with an error-correction or workaround which corrects the reported non-conformity, or if Zend, in its sole discretion, determines such remedies to be impracticable within a reasonable period of time, to provide a refund of the fees paid for the Software. This limited warranty does not apply for any Software provided for evaluation or trial use or marked as beta or early access.
- 7.2. EXCEPT AS SET FORTH ABOVE IN SECTION 7.1, THE SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS," AND ZEND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, ZEND EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S

REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE LICENSEE'S INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM LICENSEE'S USE OF THE SOFTWARE. LICENSEE SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE.

- 7.3. WARNING: THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN ON-LINE CONTROL OF EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS THE OPERATION OF NUCLEAR FACILITIES. AIRCRAFT. AIR TRAFFIC. AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATIONS, OR IN THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY NUCLEAR FACILITY, OR IN THE OPERATION OR MAINTENANCE OF ANY DIRECT LIFE SUPPORT SYSTEM. ZEND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USES AND SHALL NOT BE LIABLE FOR ANY COSTS, LIABILITIES OR DAMAGES RESULTING FROM THE USE OF THE SOFTWARE IN SUCH AN ENVIRONMENT. LICENSEE AGREES THAT LICENSEE WILL NOT USE OR LICENSE THE SOFTWARE FOR SUCH PURPOSES.
- 8. Limitation of Liability. IN NO EVENT WILL ZEND BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OR LOSS OF PROFITS OR LOST SAVINGS, ARISING OUT OF USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF ZEND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ZEND BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID TO ZEND FOR THE SOFTWARE WITHIN THE PERIOD OF TWELVE (12) MONTHS PRIOR TO ANY CLAIM ARISING.

9. General Terms

- 9.1. This Agreement, or any of your rights and obligations under this Agreement, cannot be assigned or otherwise transferred in whole or in part, and any such attempted assignment or transfer by Licensee in violation of the foregoing will be null and void.
- 9.2. This Agreement and any claim, cause of action or dispute arising out of, or related thereto, shall be governed by, and construed in accordance with the laws of, the State of Delaware, regardless of Licensee's country of origin or where Licensee uses the licenses from, without giving effect to any conflict of law principles, which would result in the application of the laws of a jurisdiction other than the State of Delaware. Any dispute, claim, or controversy arising out of, connected with, or relating to this Agreement, the Software, or any use related thereto, will be submitted to the sole and exclusive jurisdiction of the competent court located in State of Delaware. The 1980 United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act, and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this Agreement.
- 9.3. Failure by Zend to enforce any rights under this Agreement will not be construed as a waiver of such rights, and a waiver in one or more instances will not be construed as constituting a continuing waiver or as a waiver in other instances. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought. Except as expressly provided in this Agreement, there are no third-party beneficiaries of this Agreement.
- 9.4. Licensee acknowledges that money damages may not be an adequate remedy in the event of actual or threatened breach of the obligations and/or undertakings hereunder. Therefore, in addition to any other remedies available hereunder, by law or otherwise, Zend will be entitled to seek and obtain injunctive relief and/or any other appropriate decree of specific performance or any other appropriate equitable relief.
- 9.5. The parties will be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose.
- 9.6. If any provision of this Agreement is held invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the enforceability of the remaining provisions of this Agreement will not be impaired thereby. To the extent any provision cannot be enforced in accordance with the stated intentions of the parties, such provision will be deemed not to be a part of this Agreement.

- 9.7. Neither party will be deemed to be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this Agreement arising out matters beyond the reasonable control of a party, including, war, strikes, lock outs, or industrial disputes (except in relation to a party's own workforce), outbreak of hostilities, riots, civil disturbances, pandemics, epidemics, or quarantines, acts or orders of any government department or constituted body, fire, explosion, earthquake, flood, acts of God, or acts of terrorism; *provided, however*, that no event will be treated as beyond the reasonable control of a party if it is attributable to a willful act or omission by such party, or any failure by such party to take reasonable precautions or any failure to mitigate or take reasonable steps to overcome such event. If the performance of the impacted party is prevented for a period of thirty (30) days or more, the party not affected may terminate this Agreement upon providing seven (7) days' advance written notice.
- 9.8. This Agreement, including all invoices hereunder, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels any prior and contemporaneous oral or written proposals, promises, or agreements. There are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. If Licensee issues a Licensee purchase order, or any other Licensee generated documentation, and the terms and conditions conflict with this Agreement, the terms and conditions contained in this Agreement, including all invoices incorporated hereunder, will control. For purposes of clarity, no terms or conditions, including any pre-printed or boilerplate terms and conditions, stated in any Licensee purchase order, or in any other Licensee documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void and of no force and effect.

10. Evaluation License.

- 10.1. The terms of this <u>Section 10</u> solely apply to installations of the Software in a non-production environment for a limited time period under the terms and conditions of this Agreement, during which an Authorized User may evaluate the Software for use in support of Licensee's internal business operations (such Software, the "<u>Evaluation Software</u>"). The terms of <u>Sections 1.1, 3, 5, 6, 7</u>, and <u>8</u> shall not apply to the parties' rights and obligations with respect to Evaluation Software.
- 10.2. <u>Rights and Restrictions</u>. Zend grants Licensee a non-exclusive, non-transferable license to (i) install the Evaluation Software on Licensee's internal server in the country to which such Evaluation Software is delivered, and (ii) Use the Evaluation Software for the sole purpose of internally evaluating the Software, for a period agreed to in writing between Licensee and Zend, or the period specified in the applicable license key delivered to Licensee for the Evaluation Software, for any extensions thereto (the "<u>Trial Period</u>"). Licensee may not make use of the Evaluation Software, for any commercial or production purposes. Zend may provide Licensee with limited installation support for the Evaluation Software during the Trial Period. Upon the expiration of the Trial Period, the license granted above shall terminate, and Licensee shall uninstall and cease use of the Evaluation Software. Zend may also include a "time bomb" within the Evaluation Software that shall prevent use of the Evaluation Software after the Trial Period has expired. Notwithstanding the Trial Period, this Agreement shall terminate immediately upon notice from Zend if Licensee fails to comply with any provision of this Agreement.
- Exclusion of Warranties. ALL EVALUATION SOFTWARE AND SOFTWARE SUPPORT SERVICES 10.3. THAT ARE PROVIDED BY ZEND ARE PROVIDED "AS IS." NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE EVALUATION SOFTWARE OR SOFTWARE SUPPORT SERVICES SUPPLIED BY ZEND HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR SYSTEMS INTEGRATION, PURPOSE, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. THE SOLE REMEDY OF LICENSEE FOR ANY ASSERTED DEFECT, ERROR, OR OTHER SHORTCOMING IN THE EVALUATION SOFTWARE IS THAT LICENSEE MAY REQUEST SOFTWARE SUPPORT SERVICES FOR EVALUATION SOFTWARE.