November 20, 2013

Datawatch Software LICENSE AGREEMENT

The parties hereto agree as follows:

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(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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(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.

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(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.

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

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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.

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(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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(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

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.

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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.

November 20, 2013

Schedule A

Datawatch Server – Automation Edition

Datawatch Report Mining Server

Datawatch Report Ming Server – Client Access License

Datawatch Desktop