

Elecosoft LLC (“Elecosoft”), a Texas Corporation, located at 12600 Hill Country Blvd Austin, TX 78738, United States of America, and (“Customer”), agree that the following terms and conditions shall govern the sale of Elecosoft software products (“Software”) or the services as defined below (“Services”) related thereto to End-Users, as such terms are defined herein. Collectively, the Software and related services are referred to herein as “Products”.

Customer’s use of each Product is also subject to any additional product-specific terms and conditions set forth in a separate referenced in the applicable Order (“**Product-Specific Terms**”). This Agreement consists of the terms and conditions set forth below, any applicable Product-Specific Terms, any applicable Support Terms, the Order, and any Scope of Work (“SOW”). Any conflict or inconsistency will be resolved in the following order of precedence: (1) the applicable Order, (2) the Product-Specific Terms, (3) the body of this Agreement, (4) the Support Terms, and (5) any SOW.

The “**Effective Date**” of this Agreement means the effective date stated on the Order. This Agreement will govern Customer’s initial purchase(s) as well as any renewals thereof (unless different terms are specified upon renewal).

If you are accessing or using the Product(s) on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” reference your company. **BY SIGNING AN ORDER OR INSTALLING, ACCESSING, OR USING ANY PRODUCT(S), YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.**

1. Products.

1.1. Product Types. The following provisions apply to the applicable Product type, as set forth in the Order.

a) Software-as-a-Service. For Product(s) that are deployed as Software-as-a-Service as set forth in the Order, subject to the terms of this Agreement, Customer may access and use the Product(s) during the Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, any applicable Product-Specific Terms, and this Agreement.

b) Licensed Software. For Product(s) that are Licensed Software for deployment on premises as set forth in the Order, subject to the terms of this Agreement, Elecosoft hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during the Term, to install, copy, and use the Licensed Software on systems under Customer’s control only for its internal business purposes in accordance with the Documentation, Usage Limitations, any applicable Product-Specific Terms, and this Agreement. Software is licensed not sold.

c) Hosting Services. For Product(s) that are Licensed Software but are deployed through hosting services delivered by Elecosoft as set forth in the Order, the Product(s) are subject to the terms and conditions applicable to Licensed Software.

1.2. Authorized Users and Administrators.

a) Only Authorized Users may access or use any Product(s) licensed on an Authorized User basis. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users’ compliance with this Agreement and actions taken through their accounts. In the event an Authorized User is no longer a customer employee or contractor, Customer will promptly de-activate such Authorized User’s access. Only if expressly permitted under the applicable Order or Product-Specific Terms, Customer may transfer Authorized User status from one individual to another at any time, provided that use of the Product(s) by its Authorized Users in the aggregate remains within the Usage Limitations. Customer will promptly notify Elecosoft if it becomes aware that any of its Authorized User login credentials have been compromised.

b) If the Product permits administrator access, as described in the Documentation, Customer may designate one or more Authorized Users to be administrators (each an “**Administrator**”) with control over Customer’s account, including management of Authorized Users and Customer Data, as described in the Documentation. Customer is fully responsible for its choice of Administrators and any actions they take with respect to the Product. Elecosoft’s responsibilities do not extend to the internal management or administration of the Product(s) for Customer.

1.3. API Access and Customer Applications.

a) API. The Product(s) may include one or more application program interfaces (“**API(s)**”) that allow Customer to develop applications, code, or services that communicate with the Product (collectively, “**Customer Applications**”). Such APIs, if any, may be available upon request. Customer may use an API only if such use is authorized in the Documentation or otherwise in writing by Elecosoft. Use of APIs may be subject to additional terms and conditions. Elecosoft may modify APIs from time to time, and Elecosoft is not responsible for the compatibility of any such modifications with Customer Applications.

b) Use of Customer Applications. If use of an API is authorized, subject to the terms of this Agreement and in compliance with the applicable Documentation, Customer may develop Customer Applications for use solely by Customer’s Authorized Users. Customer will

not develop Customer Applications for the benefit of, or distribute Customer Applications to, any third party. Customer assumes all risk and liability regarding the development or use of any Customer Applications. Other customers or Elecosoft itself may independently develop applications similar to Customer Applications.

1.4. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Product(s) to a third party, (b) use the Product(s) on behalf of, or to provide any product or service to, third parties, (c) use the Product(s) to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Product(s), except to the extent expressly permitted by Law (and then only after providing prior written notice to Elecosoft), (e) modify or create derivative works of the Product(s) or copy any element of the Product(s) (other than in connection with making copies of Licensed Software authorized under this Agreement), (f) remove or obscure any proprietary notices in the Product(s), (g) publish benchmarks or performance information about the Product(s), except to the extent expressly permitted by Law, (h) interfere with the Product(s)' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Elecosoft, conduct any security or vulnerability test of the Product(s), (i) transmit any viruses or other harmful materials to the Product(s), (j) submit to the Product(s) any information that is inappropriate, defamatory, obscene, salacious or unlawful, or use the Product(s) to defame, harass, stalk, threaten, or otherwise violate the rights of others, (k) use the Product(s) to advertise, offer to sell or buy goods, or otherwise for business promotional purposes, or (l) for Licensed Software, unless expressly permitted in the Order, Product-Specific Terms, or the Documentation, use or host any Licensed Software in a virtual server environment.

1.5. Trials and Betas. If Customer receives access to the Product(s) or any features thereof on a free or trial basis or as an alpha, beta, or early access offering ("**Trials and Betas**"), use is permitted only for Customer's internal evaluation to determine whether to purchase a full license or subscription to the Product(s) during the period designated by Elecosoft (or if not designated, 30 days). If Customer purchases a full license or subscription to the Product(s), this Agreement will apply to Customer's use unless otherwise specified in the applicable Order. Trials and Betas are optional and Elecosoft may cease offering Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Elecosoft may never release, and their features and performance information are Elecosoft's Confidential Information. If the Product(s) includes a mechanism that limits access to Trials and Betas, Customer will not attempt to circumvent any such mechanism or restriction. **Notwithstanding anything else in this Agreement: (a) Elecosoft has no obligation to retain Customer Data used with Trials and Betas, (b) Elecosoft provides the Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support, and (c) Elecosoft's liability for Trials and Betas will not exceed US\$50.**

1.6. Internet Connection. The Product(s) may require an active Internet connection or other means of electronic communications to operate, which are not the responsibility of Elecosoft.

1.7. Delivery and Deployment. Product(s), Documentation, and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which the Product(s) and License Keys, if any, are first made available to Customer. The Product(s) may gather and transmit to Elecosoft license compliance and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Product(s). Elecosoft may use the foregoing information to validate the authenticity of Customer's license to the Product(s), to register Customer's Product(s), for license metering, and to protect Elecosoft against unlicensed or illegal use of the Product(s).

2. Data Rights.

2.1 Data Usage and Ownership.

a) Customer hereby grants to Elecosoft and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Products, Support, and Professional Services to Customer; (ii) to use and disclose Customer Data as otherwise permitted pursuant to this Agreement or any written consent and/or instructions of the Customer; and, (iii) on a perpetual basis: (A) to create, use, and disclose Anonymized Data for any purpose and (B) subject to Elecosoft's confidentiality obligations in Section 12 (Confidentiality) and all applicable Data Protection Legislation, to use Customer Data to develop, maintain, and improve the Products(s) and any other products, software, and services of Elecosoft and/or its Affiliates.

b) Except for Elecosoft's use rights set forth in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Data. Elecosoft owns all right, title, and interest in Anonymized Data (including, without limitation, any and all intellectual property rights).

c) Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Documentation, Order, Product-Specific Terms, or the parties agree otherwise in writing.

d) In the event of any conflict between the terms of Section 12 (Confidentiality) and this Section 2.1 (Data Usage and Ownership), the terms of this Section 2.1 (Data Usage and Ownership) will control.

2.2 Personal Information and Data Protection.

- a) All applicable laws, rules, and regulations relating to privacy and data protection are referred to as “**Data Protection Legislation.**” “**Personal Information**” is defined as in the applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (i) provided by Customer or on its behalf, or (ii) automatically collected through a Product on Customer’s behalf. “**Applicable,**” in this context, means the Data Protection Legislation applicable to Customer at Customer’s principal place of business or to Elecosoft at Elecosoft’s principal place of business, and such laws that Customer notifies Elecosoft in writing of that apply to the parties.
- b) Each party will comply with all applicable requirements of the Data Protection Legislation that applies to it. This Section 2.2(b) is in addition to, and does not relieve, remove, or replace, a party’s obligations or rights under the applicable Data Protection Legislation.
- c) Without prejudice to the generality of Section 2.2(b), Customer will ensure that it has all necessary and appropriate consents and notices in place (i) to enable lawful transfer of the Personal Information to Elecosoft for the duration and purposes of the Agreement and (ii) to enable Elecosoft to lawfully use, process, and transfer the Personal Information in accordance with this Agreement, including on the Customer’s behalf.
- d) The parties acknowledge that: (i) if Elecosoft processes any Personal Information hereunder, it is on the Customer’s behalf when performing its obligations under this Agreement and (ii) the Personal Information may be transferred, stored, and/or accessed from outside of the country where the Customer’s principal place of business is located in order to provide the Product(s) or to otherwise perform any of Elecosoft’s other obligations under this Agreement.
- e) If the processing of Personal Information by Elecosoft is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, at the request of Customer, the parties will execute an applicable data processing addendum.
- f) If the processing of Personal Information by Elecosoft is subject to the California Consumer Privacy Act of 2018 (Title 1.81.5, §1798.100 et. seq.) (“**CCPA**”), then, in connection with a verified request by a data subject pursuant to an exercise of rights under CCPA related to Personal Information, (i) Elecosoft is Customer’s service provider, (ii) Customer (and not Elecosoft) will respond to such request, and (iii) if necessary, in connection with such verified request, Customer will utilize the tools and information provided or made generally available by Elecosoft, such as Elecosoft’s online portals or APIs and Documentation regarding Elecosoft’s products, software, and services. To the extent such tools do not enable Customer to respond to a verified request, upon Customer’s request, Elecosoft will provide reasonable assistance with respect to Personal information in Elecosoft’s systems that is required for Customer’s response to such request. A data subject request to delete Personal Information will not require Elecosoft to delete Personal Information required to provide Customer with the Product(s), which includes any of Elecosoft’s service provider(s) acting on Elecosoft’s behalf to provide the Product(s); provided, however, that such service provider(s) do not have a separate right to sell or use Customer’s Personal Information other than as required for Elecosoft’s business purposes.

3. **Customer Obligations.**

3.1 Compliance with Laws. Customer is responsible for complying with all applicable Laws in its use of the Product(s) and any results derived from the Product(s).

3.2 No High-Risk Activities. Customer will not use the Product(s) for High-Risk Activities. Customer acknowledges that the Product(s) are not intended to meet any legal obligations for High-Risk Activities.

3.3 No Prohibited Data. Customer will not use the Product(s) with Prohibited Data. Customer acknowledges that the Product(s) are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Elecosoft is not a Business Associate as defined under HIPAA.

3.4 Customer Data. Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Product(s) and grant Elecosoft the rights in Section 2.1 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data.

4. **Suspension of Access to Product(s).** Elecosoft may suspend Customer’s access to the Product(s), Support, and/or Professional Services, without liability, and in whole or in part, if Customer breaches Section 1.4 (Restrictions) or Section 3 (Customer Obligations); if Customer’s account is 10 days or more overdue; or if Customer’s actions risk harm to other customers or the security, availability, or integrity of the Product(s). Where practicable, Elecosoft will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, Elecosoft will promptly restore Customer’s access to the Product(s) in accordance with this Agreement.

5. Certain Product Features. The following provisions apply to the extent applicable to the Product(s).

5.1 Devices. The Product(s) may be compatible with or require use of a device (“**Device**”). Compatible Devices are specified in the applicable Documentation. Elecosoft makes no warranties regarding the operation of any Device or continued compatibility of the Product(s) with any such Device. Customer is solely responsible for the configuration and operation of the Device. The results obtained through a Product may be affected by, and Elecosoft will have no liability for, the compatibility, placement, configuration, or operation of the Device, weather or other environmental conditions, color or composition of materials being scanned, or other factors outside of Elecosoft’s control.

5.2 Third-Party Materials. The Product(s) may provide Customer with access to Third-Party Materials. Third-Party Materials are not deemed to be part of the Product(s). To the extent specified by Elecosoft (including in any Product-Specific Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions (“**Third-Party Terms**”). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer’s right to access any features of the Product(s) that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer’s authorized use of the Product(s) in accordance with this Agreement.

5.3 Open Source. The Product(s) may incorporate third-party open-source software (“**Open Source**”), as listed in the Documentation or Product-Specific Terms, or otherwise made available by Elecosoft. To the extent the terms of the Open-Source license prohibit the terms of this Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of this Agreement.

5.4 Third-Party Platforms.

a) Customer may choose to use the Product(s) with Third-Party Platforms. Third-Party Platforms are not deemed to be part of the Product(s). Subject to payment of additional fees, Elecosoft may host Elecosoft-approved Third-Party Platforms or integrations to Third-Party Platforms in Customer’s cloud environment for use in connection with the Product(s).

b) Use of Third-Party Platforms is subject to Customer’s agreement with the relevant provider and not this Agreement and may enable data exchange between the Product(s) and Third-Party Platform. Elecosoft does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability or how the Third-Party Platforms or their providers use Customer Data. If Customer enables a Third-Party Platform with a Product(s), Elecosoft may access and exchange Customer Data with the Third-Party Platform on Customer’s behalf.

c) Customer represents and warrants that it shall, and shall require any provider of a Third-Party Platform to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Product(s) and Elecosoft cloud environment and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Elecosoft, as may be modified by Elecosoft from time to time. If Elecosoft hosts the Third-Party Platform or integration to the Third-Party Platform, Customer represents and warrants to Elecosoft that Customer has all rights necessary to grant Elecosoft the right to host the Third-Party Platforms on its behalf.

5.5 Third-Party Application Stores.

a) **Purchase from Application Store.** If Customer obtains the Product through a third-party application store, marketplace, or other site or service (each, an “**Application Store**”), such Application Store is considered a reseller. All fees are non-refundable once paid. Customer’s download of the Product may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Product.

b) **Apple-Specific Terms.** If Customer downloaded the Product from Apple Inc.’s (“**Apple’s**”) Application Store, the following terms are part of this Agreement:

(i) This Agreement is between Customer and Elecosoft, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third party beneficiaries of this Agreement and will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third-party beneficiary.

(ii) To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Product, and, as between Apple and Elecosoft, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Elecosoft’s responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Product.

(iii) As between Elecosoft and Apple, Elecosoft is solely responsible for the Product and for addressing any claims Customer or any third parties have about the Product or Customer’s possession or use of the Product, including without limitation (A) product liability claims, (B) any claim that the Product fails to conform to any applicable legal or regulatory requirement, and (C) claims arising under

consumer protection or similar legislation. In the event of any third-party claim that the Product or Customer's possession or use of the Product infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

6. Support and Professional Services.

6.1 Support. During the Term, Elecosoft will provide support and/or maintenance for the Product(s) ("**Support**" or "**Software Maintenance**") in accordance with the service level commitments specified on the applicable Order and/or the Product-Specific Terms, if any ("**Support Terms**").

6.2 Professional Services. Elecosoft will provide Professional Services related to the Product(s) as specified on the Order or a statement of work or work order ("**SOW**") signed or accepted by Customer.

7. Commercial Terms.

7.1 Initial Term. The duration of the initial term is set forth in each Order ("**Initial Term**"). Upon the expiration of the Initial Term, the Order and this Agreement shall automatically renew in accordance with Section 7.2 (Renewal Term(s)), unless otherwise set forth in the Product-Specific Terms. The Initial Term and any renewal period are collectively referred to as "**Term**."

7.2 Renewal Term(s).

a) If Customer purchases a perpetual license to Licensed Software as set forth in the Order, the Order and this Agreement shall commence on the date that Customer signs the Order and Customer's license to the Licensed Software will continue in perpetuity in accordance with this Agreement.

b) If Customer purchases a subscription to a Product or a license to Licensed Software for a limited period of time, upon the expiration of the Initial Term, the subscription or license to the Product (as applicable) shall automatically renew for additional 12 month periods on each anniversary of the Effective Date, until either party provides written notice to the other party of its intent not to renew at least 30 days before the next renewal date, Customer signs a renewal Order, or either party otherwise terminates the Order pursuant to this Agreement.

7.3 Termination. Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor, or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

7.4 Effect of Termination. Upon expiration or termination of this Agreement or an Order or SOW, Customer's right to use the Product(s) (including its license to any Product, except any perpetual license granted to Product) will cease and Customer will immediately cease any and all use of and access to the Product(s) and will delete (or, upon request, return) all copies of any Product. At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 2.1 (Date Usage and Ownership)). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

7.5 Survival. These Sections survive expiration or termination of this Agreement: 1.4 (Restrictions), 2.1 (Data Usage and Ownership), 3 (Customer Obligations), 7.4 (Effect of Termination), 7.5 (Survival), 7.6 (Fees and Taxes), 8.3 (Disclaimers), 9 (Ownership), 10 (Limitations of Liability), 11 (Indemnification), 12 (Confidentiality), 14 (General Terms), and Exhibit A. Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

7.6 Fees and Taxes.

a) Fees are as described in each Order or SOW. The payment terms for the initial Fees will be set forth on the Order. Thereafter, the payment terms for Fees under that Order will be set forth in the invoice. Unless otherwise stated in a SOW or set forth in an invoice, Fees under an SOW are due upon receipt.

b) Except for a subscription for a Product purchased for a single named Project, as set forth in the Order, all recurring Fees will be fixed for a period of 12 months from the Effective Date of the Order. Thereafter, Elecosoft may increase recurring Fees once every 12 months unless otherwise stated on the Order.

c) Any amount due under this Agreement that remains unpaid after its due date will bear interest at the lower of 1.5% per month or the maximum rate permitted by Law, calculated from the date such amount was due until the date that payment is received. Customer will pay all costs and expenses of collection (including attorneys' fees) incurred by Elecosoft collecting any amounts past due under this Agreement. Subject to any mandatory Laws to the contrary, all fees and expenses are non-refundable. Customer will pay any

sales, use, GST, value-added, withholding, or similar taxes or levies that apply to its Orders or SOWs, whether domestic or foreign (“Taxes”), other than Elecosoft’s income tax. Fees and expenses are exclusive of Taxes. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.

8. Warranties and Disclaimers.

8.1 Limited Warranty. Unless otherwise specified in the Product-Specific Terms, and subject to any mandatory Laws to the contrary, Elecosoft warrants to Customer that during the Warranty Period the Product(s) will perform materially as described in the Documentation. The “Warranty Period” is (a) 90 days from the Effective Date for Licensed Software deployed on premises as set forth in the Order and (b) for the duration of the Term for any Product that is deployed as a Software-as-a-Service or through hosting services as set forth in the Order.

8.2 Warranty Remedy. If Elecosoft breaches Section 8.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. Elecosoft will correct such breach by issuing corrected instructions, a restriction, or a bypass, or by replacing the Product. Subject to any mandatory Laws to the contrary, these procedures are Customer’s exclusive remedy and Elecosoft’s entire liability for breach of the warranty in Section 8.1 (Limited Warranty). These warranties do not apply to (a) issues caused by misuse or unauthorized modifications, (b) unsupported versions of Software, (c) issues in or caused by Third-Party Platforms or other third-party systems, or (d) Trials and Betas or other evaluation use.

8.3 Disclaimers.

a) General. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1 (LIMITED WARRANTY) OR IN ANY PRODUCT-SPECIFIC TERMS, PRODUCT(S), SUPPORT, AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS”. ELECSOFT AND ITS SUPPLIERS MAKE NO (AND HEREBY DISCLAIM ALL) OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING ITS EXPRESS OBLIGATIONS IN SECTION 6 (SUPPORT AND PROFESSIONAL SERVICES), ELECSOFT DOES NOT WARRANT THAT CUSTOMER’S USE OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ELECSOFT WILL REVIEW CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. ELECSOFT IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE ELECSOFT’S CONTROL. ELECSOFT WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE PRODUCT(S) OR CUSTOMER’S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER’S USE OF THE PRODUCT(S). THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE PRODUCT(S) AND THE SELECTION OF THE PRODUCT(S) AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY ELECSOFT THROUGH THE PRODUCT OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE PRODUCT(S). CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

b) Customer Applications. Elecosoft hereby disclaims any warranty, support, or other obligations with respect to any Customer Applications.

c) Third-Party Materials and Third-Party Platforms. Third-Party Materials and Third-Party Platforms are provided “AS IS” and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials or Third-Party Platforms. Elecosoft and its suppliers make no warranty or guarantee regarding any Third-Party Materials or Third-Party Platforms, including regarding their accuracy or continued availability or compatibility.

d) High Risk Activities and Prohibited Data. Elecosoft and its suppliers specifically disclaim any responsibility for and will not be liable in any manner arising from, any use of the Product(s) in connection with High Risk Activities or with any Prohibited Data.

9. **Ownership**. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Customer’s use rights in this Agreement, Elecosoft and its licensors retain all intellectual property and other rights in the Product(s), Documentation, other deliverables and related Elecosoft technology, templates, formats and dashboards, including any modifications or improvements to these items made by Elecosoft. If Customer provides Elecosoft with any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the Products (“Feedback”), Customer hereby grants to Elecosoft and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

10. **Limitations of Liability**. ELECSOFT’S CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS IN ANY WAY ARISING OUT OF OR RELATING TO THE ORDER, THIS AGREEMENT, AND THE PRODUCT AND SERVICES, REGARDLESS OF THE FORM OR THEORY OF ACTION (INCLUDING BREACH OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE

THEORY), SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID TO ELECOSOFT BY CUSTOMER FOR THE RELEVANT PRODUCT OR SERVICES IN THE PRIOR 12 MONTHS. IN NO EVENT WILL ELECOSOFT OR ITS SUPPLIERS OR THIRD PARTY VENDORS HAVE ANY OBLIGATION OR LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES, LOSS OF GOODWILL, LOSS OF DATA, OR ANTICIPATED PROFITS ARISING FROM OR RELATING TO THIS AGREEMENT, CUSTOMER'S USE OF OR THE PERFORMANCE OF THE PRODUCT OR FROM THE SERVICES, OR FOR ANY OTHER REASON, EVEN IF ELECOSOFT OR ITS SUPPLIERS OR THIRD PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ELECOSOFT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

11. Indemnification. Customer will defend, indemnify, and hold harmless Elecosoft from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) any Customer Data or Third-Party Platforms, or (b) Customer's breach or alleged breach of Section 3 (Customer Obligations), Section 5.2 (Third-Party Materials), or Section 5.4 (Third-Party Platforms) (each, a "**Claim**"). Elecosoft will give Customer prompt written notice of any Claim and will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Elecosoft's prior written consent (not to be unreasonably withheld) if the settlement requires Elecosoft to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Elecosoft may participate in the defense of any Claim at its expense.

12. Confidentiality.

12.1 Definition. "**Confidential Information**" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Elecosoft's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Product(s), Support, or Professional Services.

12.2 Obligations. As a receiving party, each party will use reasonable care to protect the disclosing party's Confidential Information from being disclosed to third parties except as permitted in this Agreement, including, without limitation, in Section 2.1 (Data Usage and Ownership) and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives having a legitimate need to know (including, for Elecosoft, the subcontractors referenced in Section 14.8 (Subcontractors)), provided it remains responsible for their compliance with this Section and they are bound to confidentiality obligations no less protective than this Section.

12.3 Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations, or (d) it independently developed without using the disclosing party's Confidential Information.

12.4 Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 12 (Confidentiality).

12.5 Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data or Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort to obtain confidential treatment.

13. Publicity. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Law. However, Elecosoft may include Customer and its trademarks in Elecosoft's customer lists and promotional materials but will cease this use at Customer's written request.

14. General Terms.

14.1 Assignment. Elecosoft may assign this Agreement upon notice to Customer. Customer may not assign or transfer this Agreement (by operation of law or otherwise) without the prior consent of Elecosoft. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

14.2 Non-Solicitation. During the Term of this Agreement, and for a period of one year following expiration or termination of this Agreement, Customer shall not on its own behalf or on behalf of any third party, solicit, hire, or cause to be hired as an employee or engage or caused to be engaged as an independent contractor any person who was an employee or independent contractor of Elecosoft, without the prior written consent of Elecosoft.

14.3 Notices. All notices required under this Agreement must be delivered in writing by (a) courier or by certified or registered mail (postage prepaid and return receipt requested) and are deemed delivered when received or (b) email and are deemed delivered when the recipient, by an email sent to the email address for the sender in accordance with this Section or by a notice delivered by another method in accordance with this Section, acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this Section. If to Elecosoft, the address for such notice is 12600 Hill Country Blvd Austin, TX 78738, USA Attn: General Counsel and the email for such notice is legal@Elecosoft.com. If to Customer, the address for such notice is set forth in the Order and the email for such notice is the email address designated by Customer to receive invoices from Elecosoft. A change of address for notice purposes may be made pursuant to the procedures set forth above.

14.4 Entire Agreement. This Agreement (which includes the Order, any SOWs, any applicable Product-Specific Terms, and any applicable Support Terms) is the parties’ entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and “including” and similar terms are to be construed without limitation. The terms in any Customer purchase order, business form, or other similar documents will not amend or modify this Agreement and are expressly rejected by Elecosoft; any of these Customer documents are for administrative purposes only and have no legal effect.

14.5 Amendments. Except as otherwise provided herein, any amendments, modifications, or supplements to this Agreement must be in writing and signed by each party’s authorized representatives or, as appropriate, agreed through electronic means provided by Elecosoft.

14.6 Waivers and Severability. Waivers must be in writing signed by the waiving party’s authorized representative and cannot be implied from conduct. Each provision contained in this Agreement constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law or is held by a court of competent jurisdiction or arbitrator to be invalid, void or unenforceable, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and, all the remaining provisions of this Agreement will remain unimpaired.

14.7 Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemics, or natural disaster.

14.8 Subcontractors. Elecosoft may use subcontractors and permit them to exercise Elecosoft’s rights in connection with this Agreement, including for hosting purposes. Elecosoft remains responsible for compliance of any such subcontractors with this Agreement and for its overall performance under this Agreement.

14.9 Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers.

14.10 Export Restrictions. Customer acknowledges that the Product(s) are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third-party to, remove or export from the United States or allow the export or re-export of any part of the Product(s) or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department’s Table of Denial Orders or U.S. Treasury Department’s list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, Laws of any United States, or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Product(s) are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Elecosoft harmless against any liability (including attorneys’ fees) arising out of Customer’s failure to comply with the terms of this provision. Customer’s obligations under this paragraph will survive the termination of this Agreement for any reason whatsoever.

14.11 Anti-Corruption. Each party shall, and shall require that its officers, employees, and agents, (a) comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1997 and the U.K. Bribery Act 2010, each as amended and including any rules or regulations thereunder; (b) not directly or indirectly offer, promise, or give any person working for or engaged by the other party a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; and (c) not directly or indirectly

request, agree to receive, or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Agreement.

14.12 Government End-Users. Elements of the Product(s) are commercial computer software. If the user or licensee of the Product(s) is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Product(s) or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Product(s) were developed fully at private expense. All other use is prohibited.

14.13 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any third-party except to the extent expressly set forth in this Agreement.

14.14 Elecosoft LLC, Governing Law, and Venue. Unless a different entity is specified in the applicable Order, the Product-Specific Terms, or in this Agreement, “Elecosoft” for purposes of this Agreement will mean the “Elecosoft LLC” set forth below. The Agreement is governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the applicable jurisdiction set forth below under “Governing Law,” without regard to or application of its conflicts of law’s provisions and without regard to or application of the United Nations Convention on the International Sale of Goods. The parties agree that any legal proceeding arising out of or related to this Agreement will be subject to the sole and exclusive jurisdiction and venue set forth below under “Exclusive Venue/Jurisdiction,” to the exclusion of all others. Each party irrevocably consents and hereby submits to the personal jurisdiction thereof.

Customer Location*	Elecosoft Entity	Governing Law	Exclusive Venue/Jurisdiction
United States	Elecosoft LLC	Texas and controlling United States federal law	Courts in Travis County, Austin, Texas

* Customer location determined by Customer’s billing address specified on the Order, or if none, then the address provided by Customer to Elecosoft.

EXHIBIT B-1

PRODUCT-SPECIFIC TERMS FOR ELECOSOFT PRODUCTS

1. Additional Product Terms.

1.1 On Premises or Perpetual Products. If Customer purchases a Licensed Software license for deployment on premises, as set forth in the Order, this Section 1.1 applies.

a) **Production Copy.** Customer may install one production copy of the Licensed Software with one database on a server owned or leased by Customer. Customer is responsible for procuring, installing, configuring, and maintaining all hardware, software, and operating systems required to run the Licensed Software. Depending on the applicable Product, Elecosoft will use commercially reasonable efforts to install the Licensed Software on a mutually agreed upon schedule.

b) **Non-Production Copies.** Customer may make up to three nonproduction copies of the Licensed Software for backup, archival, or testing purposes. Depending on the applicable Product, additional fees may apply to install nonproduction copies and for assistance from Elecosoft with the installation of non-production copies.

1.2 Hosted Products. If Elecosoft delivers a Product as a Software-as-a-Service or through hosting services, this Section 1.2 applies.

a) **Security.** During the Term, Elecosoft, or its third party hosting provider(s) shall establish and maintain reasonable administrative, physical, and technical safeguards designed to (i) protect the security, confidentiality, and integrity of Customer Data; (ii) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (iii) protect against unauthorized access to or use of Customer Data; and (iv) protect against unlawful processing, accidental destruction, or loss of Customer Data.

b) **Access to Cloud Environment.** Elecosoft’s authorized employees and contractors may from time to time require access to Customer’s cloud environment for the purpose of performing Elecosoft’s obligations under this Agreement, including, but not limited to, the provision of the Products, Support, and Professional Services and verification that Customer is accessing and using the Products in compliance with this Agreement, including but not limited to any Usage Limitations. Customer hereby grants access to Elecosoft for such purpose.

c) **Access to Customer Data.** For 30 days from the expiration or termination of an Order, Elecosoft will make Customer Data available to Customer upon request for export or download as provided in the Documentation for the applicable Product.

1.3 **Software Maintenance for Licensed Software.** Additional Fees are required for Software Maintenance for Licensed Software. Provided that Customer has paid all applicable Fees, Elecosoft will provide Customer with Software Maintenance during the Term in accordance with the Support Terms. If at any time after ceasing to purchase Software Maintenance Customer elects to reinstate Software Maintenance, Customer must pay for all back Software Maintenance Fees based on then-current list price from the date of the initial expiration of the Software Maintenance up to the date of reinstatement and any applicable administrative fees. Software Maintenance Fees may be modified if additional Product(s) or Users are purchased by Customer.

2. **Usage Limitations.** Customer is responsible for managing its access to and use of the Product(s) based on the applicable Usage Limitations set forth in the Order, these Product-Specific Terms, and the Agreement, including but not limited to adding and removing Authorized Users; configuring access to functionality and modules in the Product(s), if applicable; not exceeding data storage limits, if applicable; and managing any additional hosting requirements, such as VPNs, servers, and server software, needed to use any Elecosoft-approved integrations and Third-Party Platforms. Elecosoft or a designated third party will have the right to perform a review of Customer's use of the Product(s) and hosting consumption to verify that Customer is complying with the applicable Usage Limitations, the Order, these Product-Specific Terms, and the Agreement. If Customer exceeds the Usage Limitations during the Term, Elecosoft may invoice Customer for the use that exceeded the applicable User Limitations at Elecosoft's then-current list price. Customer agrees to pay such an invoice in accordance with this Agreement. If Customer wishes to increase its Usage Limitations, Customer must sign a new Order and pay the applicable fees.

3. **Service Level Agreement.** If Elecosoft delivers the Product as a Software-as-a-Service or through hosting services, this Section 3 will apply to that Product.

3.1 **Availability.** Elecosoft will use commercially reasonable efforts to ensure that Users will be able to log into the Product 99.5% of the time in a month during the Term excluding (i) planned maintenance or upgrades or updates to the Product or Elecosoft's network, software, or hardware; (ii) any error or default caused by or resulting from any act or omission of Customer, others engaged by Customer, or any third party that is not a service provider of Elecosoft; or (iii) any error or default caused by or resulting from any occurrence), including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attacks, or failure of the Internet generally ("**Uptime Commitment**").

3.2 **Service Credits.** If Elecosoft does not meet the Uptime Commitment in a month during the Term ("**Outage**"), Customer may apply for a service credit proportional to the percentage of time that the Product did not meet the Uptime Commitment during that month and based on the applicable Fees for the affected Product during that month, excluding Taxes ("**Service Credit**"). The Service Credit will be calculated to the nearest 30-minute interval. The Service Credit for a month may not exceed the monthly recurring Fees for that month.

3.3 **Requests for Service Credits.** To apply for a Service Credit, Customer must send an email to cloud.escalation@Elecosoft.com within 30 days of the Outage. The Service Credit request must contain the dates and times of the Outage and the name of the affected Product. Elecosoft will evaluate Service Credit requests received from Customer in relation to the respective availability statistics acquired from Elecosoft's internal monitoring of the application and server performance. Elecosoft will have 30 days from receiving a Service Credit request to respond to Customer, and if a Service Credit is due, Elecosoft will apply that Service Credit to the next invoice.

3.4 **Sole Remedy.** The remedies set forth in this Section 3 are Customer's sole and exclusive remedies for any breach of the Uptime Commitment.

4. Professional Services Terms.

4.1 **Statements of Work.** If purchased by Customer, Elecosoft or its authorized service providers will provide Professional Services to Customer described in a SOW on a mutually agreeable schedule. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Elecosoft.

4.2 **Customer Responsibilities.** Customer shall make available all information, data, facilities, and personnel support reasonably requested by Elecosoft to perform the Professional Services ("**Customer Materials**"). Customer grants Elecosoft a limited right to use the Customer Materials solely for the purpose of performing Professional Services. Customer represents and warrants that it has all rights necessary in the Customer Materials to provide them to Elecosoft for such purpose. Customer shall provide Elecosoft with safe access to Customer's premises as reasonably required for Elecosoft to perform the Professional Services if onsite performance of Professional Services is needed and agreed to by Customer. Elecosoft personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Elecosoft prior to commencement of the Professional Services. Elecosoft shall not be responsible for failures or delays in performing the Professional Services due to Customer's failure or delay to provide access to Customer Materials or Customer premises.

4.3 Cancellation of Professional Services. Elecosoft may charge Customer a cancellation fee in accordance with this Section if any Professional Services are cancelled or rescheduled by Customer. All cancellations or notices of rescheduling must be made in writing to Elecosoft. Customer will remain responsible for any travel expenses incurred by Elecosoft in connection with the cancelled or rescheduled Professional Services that cannot be reasonably cancelled or mitigated by Elecosoft.

a) If Customer cancels or reschedules onsite Professional Services, Elecosoft may charge Customer for the cancelled or rescheduled services based on the following:

With 7 days or less prior written notice	Up to 100% of the cancelled or rescheduled services based on estimated hours and applicable hourly rates
With 8 - 21 days' prior written notice	Up to 50% of the cancelled or rescheduled services based on estimated hours and applicable hourly rates

b) If Customer cancels remote Professional Services, Elecosoft may charge Customer for the cancelled services based on the following:

With 7 days' or less prior written notice	Up to 100% of the cancelled services based on estimated hours and applicable hourly rates
With 8 - 14 days' prior written notice	Up to 50% of the cancelled services based on estimated hours and applicable hourly rates

4.4 Travel Expenses. Elecosoft will invoice Customer for reasonable out-of-pocket travel expenses incurred in connection with performing Professional Services. Expenses may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request. Expenses will be invoiced monthly as incurred at Elecosoft's cost (except per diem) and may be invoiced separately from fees. For Professional Services performed onsite at Customer's premises, Elecosoft may invoice Customer for its consultants' time spent traveling to and from Customer's premises if set forth in the SOW.

4.5 Services Warranty. Elecosoft warrants that it will provide the Professional Services in a professional and workmanlike manner and to standards not less than those generally accepted in the industry. In the event that any Professional Services do not meet this warranty, Customer must notify Elecosoft within 10 days of delivery of the nonconforming Professional Services and provide Elecosoft with sufficient detail to allow Elecosoft to identify the non-conforming Professional Services. As Customer's sole and exclusive remedy for any breach of this warranty, and as Elecosoft's entire liability in contract, tort, or otherwise with respect to such warranty, Elecosoft will re-perform the Professional Services that do not meet this limited warranty.