Selector End User License Agreement Statement

This Software Purchase Agreement (the "Purchase Agreement") is entered into as of [_____], [_____] ("Effective Date") between Selector Software, Inc., a Delaware Corporation ("Selector"), and [LICENSEE], with its principal place of business at [LICENSEE ADDRESS] ("Licensee"), and establishes the terms under which Licensee may use the Software and Documentation (as defined below).

This Agreement shall take precedence over any supplemental or inconsistent terms and conditions contained in the Selector End-User License Agreement ("EULA"), that Licensee may have agreed to or will agree to in the future. In no event shall any supplemental or inconsistent terms and conditions contained in any purchase order, invoice or similar document issued by Licensee be binding on Selector

License Grant: Selector Software, Inc. grants you a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the Selector AI Platform (the "**Services**") solely for your own internal business purposes.

Restrictions on Use: You may not sell, resell, distribute, or otherwise commercially exploit the Services or any of the underlying technology/content to any third party, or use the Services as a managed service provider.

Ownership: The Services are licensed, not sold. Selector Software retains all rights, title, and intellectual property interest in the Services and its technology.

Your Data: You grant Selector Software a license to use your data solely for the purpose of providing the Services to you.

Termination: Selector Software may terminate your access for reasons including breach of the Terms or non-payment, after which your access will be disabled, and all of your data may be deleted.

Exhibit A: Order Form

Licensed Software and Fees

This document is the Order Form for the Selector Enterprise Software license for [LICENSEE], effective [dd/mm/yyyy] for a 12-month Subscription Period.

Table-1

Item	Detail	Cost/Billing
Base License	XX Licensed Nodes. Cannot be decreased.	US $XX,XXX total per year, due with 1st invoice.
On-Demand Nodes	Any node usage above the XX licensed nodes.	US $0.29 per Node per hour. Invoiced quarterly (every 3 months).
Upgrades	Allowed (increases XX Nodes) but cannot be downgraded.	Fee for increased nodes added to the next invoice.

Billing & Compliance

- **Payment Terms:** Invoices are due within the **next 30 days**. Late payments incur **1.5% monthly** interest. All fees are non-refundable and non-cancelable. Licensee pays all taxes except the Selector's net income taxes.

- **Reporting:** Licensee must allow Selector to collect **Billing Data** (usage statistics).

  o Online: Data is transmitted automatically (Telemetry).

  o Offline: Licensee must provide data periodically.

  o **Data Tampering** is prohibited.

[LICENSEE]	**SELECTOR SOFTWARE, INC.**
[LICENSEE ADDRESS]	2811 Mission College Boulevard
	7th Floor
	Santa Clara, CA 95054
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Fax No.:	Fax No.: [_____]
Email:	Email: [_____]
Primary Contact:	Primary Contact: [_____]