

END USER LICENSE AGREEMENT

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("Agreement") CAREFULLY INSTALLING OR USING THE PROGRAM. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND AMADIS TECHNOLOGIES INC. THAT SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE PROGRAM. – ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THESE TERMS AND CONDITIONS SHALL BE MUTUALLY AGREED IN WRITING.

"Amadis" refers to Amadis Technologies, Inc., for and on behalf of itself and its subsidiaries and affiliates under common control. "You" and "Your" refer to the individual or entity that has agreed to use the program (as defined below) in accordance with this Agreement. "Program" refers to the software application (CloudCADI) provided with this Agreement and any program documentation provided by Amadis and licensed to You subject to the terms and conditions of this Agreement. "Associated Product" refers to the separately licensed product or cloud service offering associated with the Program which You are an authorized user.

This Agreement is governed by and construed in accordance with the substantive and procedural laws of the United States and the State of New Jersey.

INTRODUCTION

Once installed and properly configured on Your AWS Cloud Account, the Program will enable You to use Your Cloud Account data, utilization and engineering parameters to provide Optimization services including actionable insights for Your governance team to act upon.

LICENSE

Subject to the terms set forth in this Agreement, Amadis grants You a nonexclusive, nontransferable, non-sublicensable, revocable, right and license to install and run the Program on Your AWS Cloud Account solely in connection with Your authorized use of the Product.

DATA COLLECTION AND PRIVACY

The Program may collect information about or from Your use of the Program, including information You provide directly or through automated means, such as AWS Cloud Account Logs. Any data collected about or from Your use of the Program will be governed by the Non-Disclosure Agreement between You and Amadis and shall not be disclosed to any other entities, unless directed by You for providing services on the Product.

EXPORT RESTRICTIONS

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Program. You agree that such export control laws govern Your use of the Program (including technical data) and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information and/or Program will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You represent and warrant that: (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

OWNERSHIP AND RESTRICTIONS

Amadis or its licensors retain all ownership and intellectual property rights in the Program.

You may not:

- remove or modify any Program markings or any notice of Amadis's or its licensors' proprietary rights;
- make the Program available in any manner to any third party;
- use the Program to provide third party training;
- assign this Agreement or give or transfer the Program or an interest in them to another individual or entity;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Program (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- create derivative works based on the Program;
- disclose results of any Program benchmark tests without Amadis's prior written consent; or
- use any Amadis name, trademark or logo.

DISCLAIMER OF WARRANTIES AND EXCLUSIVE REMEDIES

TO THE EXTENT NOT PROHIBITED BY LAW, AMADIS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE PROGRAM, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE.

IN NO EVENT SHALL AMADIS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, ARISING FROM OR RELATED TO THE USE OF THE PROGRAM OR ANY DATA DERIVED THEREFROM, EVEN IF ORACLE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

If a third party makes a claim against You that Your use of the Program as provided in this Agreement infringes its intellectual property rights, Amadis, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third-party claiming infringement or the settlement agreed to by Amadis, provided You do the following:

- notify Amadis promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
- give Amadis sole control of the defence and any settlement negotiations; and
- give Amadis the information, authority, and assistance it needs to defend against or settle the claim.

If Amadis believes or it is determined that the Program may have violated a third party's intellectual property rights, Amadis may choose to either modify the Program to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Amadis may end the license for, and require return of, the Program and refund any fees You may have paid for it. Amadis will not indemnify You if You alter the Program or use it outside the scope of use identified in the Program's documentation or if You use a version of the Program which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Program. Amadis will not indemnify You to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Amadis. Amadis will not indemnify You to the extent that an infringement claim is based upon the combination of the Program with any products or services not provided by Amadis.

END OF AGREEMENT

You may terminate this Agreement by destroying all copies of the Program. Your right to use the Program shall end immediately if You fail to comply with any of the terms set forth in this Agreement, or as otherwise set forth in the "License" section above, in which case You shall destroy all copies of the Program. The provisions of this Agreement that by their nature continue shall survive any expiration or termination of this Agreement.

ENTIRE AGREEMENT

You agree that this Agreement is the complete agreement pertaining to the subject matter hereof (including references to information contained in a URL or referenced policy) and this Agreement supersedes all prior or contemporaneous written or oral agreements or representations existing between You and Amadis with respect to such subject matter. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. Amadis's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement.

ACKNOWLEDGMENTS

Both parties acknowledge and agree that (i) this Agreement is solely between Amadis and You; and (ii) Amadis is solely responsible for the Program and the content thereof.

CONTACT INFORMATION

For any questions, complaints or claims with respect to the Program, please contact Amadis Customer Support at 1-609 375 2055, or online at info@amadisglobal.com

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