



END USER LICENSE AGREEMENT

This End User License Agreement (“Agreement” or “EULA”) governs the use of products and services provided by ModelOp, Inc. (“Company”) to any customer subscribing to the SOFTWARE via the publicly available pricing and terms listed on the ModelOp Center product listing on AWS Marketplace (“Customer”). This Agreement applies to all applicable subscriptions executed by the Customer and the Company (collectively, “Order Documents”), including any attachments or documents incorporated by reference therein.

1. Grant of License.

Company grants Customer a nontransferable, nonexclusive, non-sub-licensable term license to install and operate the Products on Computers owned or leased by Customer. Customer has no right to receive, use or examine any source code or design documentation relating to the SOFTWARE.

“SOFTWARE” means, collectively, the version(s) of the Company software program(s) set forth in the ModelOp Center product listing on AWS Marketplace in object code format, together with documentation provided to Customer by Company, including updates, modifications or new releases of such software programs and documentation that may be provided by Company to the Customer from time to time.

2. Ownership of SOFTWARE.

As between the parties, Company retains title to and ownership of and all proprietary rights with respect to the SOFTWARE and all copies and portions thereof, whether or not incorporated into or with other software. The License does not constitute a sale of the SOFTWARE or any portion or copy of it.

3. Restrictions.

Except as reasonably required to use the SOFTWARE within the Customer’s infrastructure, copying of the SOFTWARE or any portion thereof, including SOFTWARE that has been modified or incorporated into or with other software is expressly forbidden.

Customer shall not (and shall not allow any third party to) (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the SOFTWARE or of any files contained in or generated using the SOFTWARE by any means whatsoever, (ii) remove any product identification, copyright or other notices, (iii) provide, lease, lend, use for timesharing or outsourcing or hosting or service bureau purposes or otherwise use or allow others to use the SOFTWARE to or for the benefit of third parties, (iv) except as specified in the applicable user documentation provided by Company, modify, incorporate into or with other software or create a derivative work of any part of the SOFTWARE, (v) load or use any portion of the SOFTWARE (whether or not modified or incorporated into or with other software) on or with any machine or system other than the

applicable Computer Hardware (or a substantially similar system during temporary inoperability of the applicable Computer Hardware).

4. Non-Production Use Restrictions.

The SOFTWARE is licensed for non-production use only and shall not be used in any production environment. Customer may use the SOFTWARE solely for internal development, testing, quality assurance, demonstration, training, and evaluation purposes. Customer shall not use the SOFTWARE to process live business data, support operational business functions, or for any revenue-generating activities. A "production environment" means any environment accessed by end-users of an application for purposes other than acceptance testing, or any environment used to process real business transactions.

5. License Fees.

License fees are set forth in the pricing and terms listed on the ModelOp Center product listing on AWS Marketplace) and/or attachments and are exclusive of taxes, duties and the like, which shall be paid by Customer.

6. Maintenance and Support.

Maintenance and support, to the extent included in the subscription or on subsequent document(s) accepted in writing by Company, shall be provided under the EULA set forth in the attached Appendices A and B. Company has no other obligations to provide support or maintenance or updates, modifications or new releases under this Software License Agreement or any related document except as otherwise set forth herein. No obligation of Company under such a document shall survive termination of the License granted hereunder. Any update, modification, or release provided by Company to Customer will be subject to all limitations, restrictions, and qualifications relating to SOFTWARE, as well as Customer’s obligations with respect to SOFTWARE.

7. Termination of License.

The License granted under this Agreement will continue in full force and effect until conclusion of the subscription unless earlier terminated in accordance with this Agreement. The License Term may be extended by mutual written agreement of the parties. The License will terminate automatically if Customer fails to cure any material breach of this Agreement or any other portion of the Agreement of which it is a part within thirty (30) days (10 days in the case of nonpayment for which there is no bona-fide dispute) of receiving notice of such breach from Company (or immediately upon notice in the case of a breach of Section 3). Upon termination, Customer shall immediately cease all use of the SOFTWARE and terminate all running instances of the SOFTWARE and delete all virtual images (i.e., docker images, virtual machines, AWS AMI’s, and/or related virtual images of the SOFTWARE). Customer will confirm in writing that all instances have been terminated



and virtual images have been deleted. Except for the License and except as otherwise expressly provided herein, the terms of the Agreement shall survive termination. Termination is not an exclusive remedy and all other remedies will be available whether or not the License is terminated.

8. Limited Warranty and Disclaimer.

Company warrants for a period of thirty (30) days from the delivery of the first copy of each type of SOFTWARE product hereunder (but not under any Support Services EULA) that such SOFTWARE, as so delivered, will materially conform to Company's documentation for such SOFTWARE. This warranty covers only problems reported to Company during the warranty period. ANY LIABILITY OF COMPANY WITH RESPECT TO THE PERFORMANCE OF THE SOFTWARE OR DEFECTS THEREIN UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR, IF REPLACEMENT IS INADEQUATE AS A REMEDY OR, IN COMPANY'S OPINION, IMPRACTICAL, TO REFUND OF THE LICENSE FEE AND TERMINATION OF THE LICENSE. EXCEPT FOR THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, COMPANY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. The Customer understands that Company is not responsible for and will have no liability for hardware, software, or other items or any services provided by any persons other than Company.

9. Limitation of Remedies and Damages: Force Majeure.

EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS SOFTWARE LICENSE AGREEMENT OR THE AGREEMENT OF WHICH IT IS A PART OR ANY ATTACHMENT, PRODUCT ORDER, SCHEDULE OR EULA RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY:

(A) FOR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR (EXCEPT FOR RETURN OF AMOUNTS PAID TO COMPANY FOR UNDELIVERED OR RETURNED NONCONFORMING SOFTWARE) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY;

(B) FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS; OR

(C) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

10. Patent and Copyright Infringement: Other Third-Party Rights.

Company shall hold Customer and its officers, directors, shareholders, agents and employees harmless from damage or liability resulting from damages awarded to a third party by a final court judgment (and, if Company has not assumed control of defense and settlement, reasonable attorneys' fees and costs incurred by Customer) on account of such third party's claim of infringement by the SOFTWARE of any United States patent issued as of the date 60 days before delivery of the first copy of the applicable SOFTWARE or any United States copyright or defamation or violation of rights of privacy or publicity under the laws of the states of the United States, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and, if Company agrees that Customer is entitled to indemnification and if there is no material conflict of interest, the opportunity to fully participate in the defense and all negotiations for a settlement or compromise; Company will not be responsible for any settlement it does not approve in writing, such approval not to be unreasonably withheld. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Company does not apply with respect to SOFTWARE or portions or components thereof (i) that are not supplied by Company, (ii) that are made in whole or in part in accordance with Customer specifications, (iii) that are modified after shipment by Company, if the alleged infringement relates to such modification, (iv) that are combined with other products, processes or materials where the alleged infringement relates to such combination, (v) to the extent Customer continues infringing activity after being notified thereof or] of modifications that would have avoided the alleged infringement without significant loss of performance, compatibility or functionality, or (vi) where Customer's use of the SOFTWARE is incident to an infringement not resulting primarily from the SOFTWARE or is not strictly in accordance with the License. Customer may permit its agents and affiliates under common control and ownership to use the SOFTWARE provided said agent and affiliate use is exclusively for the benefit of Customer and, Customer shall be responsible for ensuring any affiliate or agent use is consistent with the terms of this Agreement

11. Government Matters.

a. Customer shall comply with all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority. Customer will not export or re-export, or authorize the export or re-export of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations.

b. Customer represents that it is not a government agency and it



is not acquiring the License pursuant to a government contract or with government funds.

12. Confidentiality.

Except as expressly allowed by this Agreement, Customer will not otherwise use or disclose any SOFTWARE or related technology, idea, algorithm or information except to the extent Customer can document that it is generally available for use and disclosure by the public without any charge or license. Customer recognizes and agrees that there is no adequate remedy at law for a breach of this Section 11, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitations, injunctions with respect to any such breach or potential breach in addition to any other remedies).

13. Miscellaneous.

This Section 12 applies to the entire Agreement. Although fully assignable and transferable by the Company, the License and the Agreement (including all rights and obligations) are not assignable or transferable by Customer without the prior written consent of Company which shall not be unreasonably withheld; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth in the Product Order(s) for notices (or such other address as a party may designate by 10 days' notice) and marked "Attention: Legal" for Company and "Attention: Secretary" for Customer. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this

Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees. The parties agree that a material breach of this Agreement adversely affecting Company's proprietary rights in the SOFTWARE would cause irreparable injury to Company for which monetary damages would not be an adequate remedy and that the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law. The price terms of this Agreement are confidential and no press release or other written or oral disclosure of any nature regarding the price terms of this Agreement shall be made by either party without the other party's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing by non-preprinted agreements clearly understood by both parties to be an amendment or waiver and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

Appendix A: Support and Maintenance Terms & Conditions **SUPPORT AND MAINTENANCE SERVICES EULA**

Capitalized terms not defined in Section 8 below have the same meaning as in the Agreement.

1. COVERAGE

Subject to the terms hereof, Company will provide Support and Maintenance Services only to Customer and only for the SOFTWARE copies for which Support Services are indicated on

the subscription over AWS Marketplace.

2. SUPPORT SERVICES

Support Services consist of (a) Error Correction and Telephone Support provided to the Technical Support Contact concerning the installation and use of the then-current release of SOFTWARE and the Previous Sequential Release and (b) product updates that Company in its discretion makes generally available. Product updates consist of access to the



machine-readable SOFTWARE that contains updates to the licensed product.

A New Release is a new SOFTWARE release that contains enhancements. Company shall advise Customer of New Releases. New Releases are covered by or part of the Support Services. All product updates or New Releases provided to Customer shall be governed by the terms of the Agreement.

3. TERM AND TERMINATION

Support and Maintenance Services shall be provided for the term the Agreement.

Company may suspend or cancel Support Services if Customer breaches either the Agreement or Section 4 below or any other material provision of these Support Services EULA and such breach is not remedied within thirty (30) days (10 days in the case of nonpayment) after Customer receives notice of the breach.

4. FEES AND PAYMENT

For each unit of SOFTWARE for which Support Services will be provided, Customer shall pay Company the applicable Support Services fee as listed in the then-current Company price list. Support Services fees will be billed per pricing and terms set forth in the ModelOp Center product listing on AWS Marketplace. Customer shall be responsible for all taxes associated with Support and Maintenance Services other than U.S. taxes based on Company's net income.

5. ERROR PRIORITY LEVELS

Company shall exercise commercially reasonable and diligent efforts to correct any Error reported by Customer in the current unmodified release of SOFTWARE in accordance with the priority level reasonably assigned to such Error by Company.

a. Level 1 Error

Company shall promptly commence the following procedures:

1. assign Company engineers to correct the Error;
2. notify Company management that such Error has been reported and of steps being taken to correct such Error;
3. provide Customer with periodic reports on the status of the corrections; and
4. initiate work to provide Customer with a Workaround or Fix.

b. Level 2 Error

Company shall exercise commercially reasonable efforts to include the Fix for the Error in the next regular SOFTWARE maintenance update.

c. Level 3 Error

Company may include the Fix for the Error in a later major release of the SOFTWARE.

If Company believes that a problem reported by Customer may not be due to an Error in the SOFTWARE, Company will so notify Customer. At that time, Customer may (1) instruct Company to proceed with problem determination at Customer's possible expense as set forth below or (2) instruct Company that Customer does not wish the problem pursued at Customer's possible expense. If Customer requests that Company proceed with problem determination at Customer's possible expense and Company determines that the problem was not due to an Error in the SOFTWARE, Customer shall pay Company, at Company's then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Customer shall not be liable for (i) problem determination or repair to the extent problems are due to Errors in the SOFTWARE, (ii) work performed under this paragraph in excess of its instructions or (iii) work performed after Customer has notified Company that it no longer wishes work on the problem determination to be continued at Customer's possible expense (such notice shall be deemed given when actually received by Company). If Customer instructs Company that it does not wish the problem pursued at Customer's possible expense or if such determination requires effort in excess of Customer's instructions, Company may, at its sole discretion, elect not to investigate the problem without liability therefor.

6. EXCLUSIONS

Company shall have no obligation to support:

- (1) altered, damaged or modified SOFTWARE or any portion of the SOFTWARE incorporated with or into other software;
- (2) SOFTWARE that is not the then-current release or immediately Previous Sequential Release;
- (3) SOFTWARE problems caused by Customer's negligence, abuse or misapplication, Customer's use of SOFTWARE other than as specified in the Company's user manual, or by other factors beyond the control of Company; or
- (4) SOFTWARE installed on any Computer Hardware that is not supported by Company.

Company shall have no liability for any changes in Customer's hardware that may be necessary to use SOFTWARE due to a Work-around or maintenance update.

7. LIMITATION OF LIABILITY

EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY'S LIABILITY FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER RELATING TO COMPANY'S AGREEMENT TO PROVIDE SUPPORT SERVICES SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE SUPPORT SERVICES FOR THE APPLICABLE YEAR. COMPANY'S LIABILITY SHALL BE



FURTHER LIMITED AS PROVIDED IN THE APPLICABLE SOFTWARE LICENSE AGREEMENT.

8. THESE EULA CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THE SOFTWARE AND ALL MATERIALS RELATED TO THE SOFTWARE ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET

FORTH IN THE SOFTWARE LICENSE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.



Appendix B: Software Service Level Agreement

This Software Service Level Agreement (“SLA”) establishes the Service Levels that the Company shall maintain during the term of the software subscription. This SLA does not apply to an unpaid Proof of Concept or any unpaid evaluation of the Software.

1. SERVICE LEVELS DEFINED

Company shall achieve and maintain the Service Levels in the following Service Level Matrix:

Category	Description	Measurement Details
Company Response Time	Response time during standard business hours	Company will respond to Customer’s initial request for assistance within (a) 4 hours for Severity 1 issues (b) 8 hours for Severity 2 or Severity 3 issues
	Response time outside of business hours	Company will respond to Customer’s initial request for assistance within (a) 4 hours of the next business day for Severity 1 issues (b) 8 hours of the next business day for Severity 2 or Severity 3 issues

2. SUPPORT HOURS

1.1 Standard Business Hours: Monday through Friday starting at 8:00 a.m. and ending at 4:00 p.m. (Eastern time zone) each day.

1.2 SEVERITY LEVELS DEFINED

The Severity Level of an Error means the following:

“Severity 1 Error” means the Software is non-operational, resulting in a critical system condition, a critical Severity impacting the Customer’s business and requiring immediate Resolution, identification of a bug or Error (either by Customer or at another of Company’s customers) that results in a Severity 1 Error, or the Customer is experiencing a system bug or Error and believes the Company’s Software may be the contributing factor to the bug or Error condition and requires Company’s assistance in determining the root cause. Upon the Customer request, Company’s support Personnel will sustain a 24 hour per day effort to determine the root cause of the bug or Error until it provides a Work-around or Resolution. Support Personnel will continuously work to resolve the problem, escalating as necessary, and will apprise the Customer of the status at the time and frequency specified by Customer. Company shall assign a Crisis Manager who will be responsible for and manage the Resolution of the problem to its completion.

“Severity 2 Error” means the Software is operational but a significant feature or function is not operating properly and there is an immediate impact on the Customer’s business. Support Personnel will continuously work to resolve the problems and will apprise the Customer, at their request, of progress toward a Resolution. The Customer will have the right to escalate the problem to a Severity 1 Error if, in the opinion of Customer management, Company’s progress is insufficient towards Error Resolution.

“Severity 3 Error” means the Software is operational with functional limitations or restrictions that are not critical to the overall operation of the Software or the operation of the Customer’s business. Company will resolve Severity 3 Errors promptly as possible within the constraints of other technical support priorities. The Customer will have the right to escalate the problem to a Severity 2 Error if, in the opinion of Customer management, Company’s progress is insufficient towards Error Resolution.