Simplesense AMI End User License Agreement

This Agreement is between Simplesense, Inc. ("Simplesense"), a Delaware corporation and the entity, person, or company (the "End User") purchasing the Amazon Machine Image ("AMI").

Upon End User's AMI purchase and subject to the terms of this Agreement, Simplesense grants the End User a revocable, non-exclusive, non-transferable, non-assignable, limited license to use the AMI during the Term in accordance with this Agreement for its own internal business purposes. The AMIs are protected, Simplesense intellectual property and governed by intellectual property law and international treaties. The End User acknowledges and agrees that they are not acquiring any intellectual property rights in the AMIs and that, as between End User and Simplesense, all ownership rights to the AMIs will remain property of Simplesense. Use of an AMI may have and be subject to additional software licenses, and the End User agrees to comply with any and all applicable software licenses. In the event of conflict between this agreement and other license agreements associated with the AMI, the terms of the other software license shall prevail to the extent of the conflict to the extent the conflict arises from the incorporated system or component. All rights to the AMI not expressly granted by this Agreement are hereby reserved.

For United States Government End Users ("Government Customers"), the rights and obligations of the Government End User and Simplesense are as set forth herein except in the case that the Government End User notifies Simplesense in writing that a specific term or condition is inconsistent with federal law, and such Government End User will identify the law or regulation that renders such term or condition inconsistent or inapplicable. The rights of the Government End User to use, modify, reproduce, release, perform, display, or disclose Simplesense technical data and software by or on behalf of the Government include only those rights customarily provided to the public by Simplesense as defined in this Agreement. Unless otherwise expressly agreed in writing by Simplesense, this customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software).

Simplesense may provide limited support services ("Services"), which are limited to assisting End Users in launching an AMI in AWS or implementing fixes to an AMI. All requests for any Services from End Users shall be submitted via ami@simplesense.io. Any other form of support is not offered or entitled. Any information or action required from the End User to enable Simplesense to provide the Services, including support services, shall be provided at the End User's own expense.

End User may not distribute, resell, post, or share the AMIs in any way including on any website, forum, file hosting server or any other similar mechanism or device without prior written consent from Simplesense.

End User acknowledges and agrees: (1) no software or system is completely secure; (2) The patches applied conform only with the specified version of the standard(s) and are subject to

limitations of those standards (3) any customization or addition of software or packages may introduce vulnerabilities that alter compliance (4) Simplesense shall not be liable for any security compromise, loss or corruption of data, or damage to software.

The End User shall not: (1) allow unauthorized access to the AMIs; (2) insert any data or information into the AMIs that might affect the intended purpose of the AMI that may be unlawful or cause damage to Simplesense or third parties.

If using a trial subscription, End Users are responsible to cancel within the trial period. If the trial subscription is not canceled, End User use is subject to any billing terms of the AMI per AWS. Billing is assessed per AWS billing terms, no refunds are available. All Parties of this agreement shall not be liable to the other or to any third party for any indirect, incidental, or consequential losses or damages or for any loss of or corruption to data, ex gratia payments, loss of profit, loss of contract, loss of business advantage either direct or indirect in connection with this Agreement or any collateral contract, or the production, sale, supply or use of the AMIs or Services provided under this Agreement, even if that party has previously been advised of the possibility of the same and whether foreseeable or not. To the maximum extent permitted by applicable law, Simplesense's cumulative, aggregate liability to End User or any third party for any damages relating to this Agreement shall not exceed the fees paid by End User to Simplesense during the 12 months preceding the claim giving rise to such liability. Any and all licenses granted to End User per this agreement shall terminate, and Simplesense will have no further obligation to End User, upon expiration or termination of this Agreement.

Simplesense AMIs are provided "AS IS". Simplesense disclaims any and all warranties, implied or otherwise, including those of merchantability, fitness for any particular purpose, and non-infringement. Simplesense does not guarantee that use of an AMI assures compliance with any regulatory guidelines. End User acknowledges that it is their responsibility to adhere to and abide by all United States export control laws with respect to any and all use of the AMI.This Agreement is governed by and interpreted in accordance with the laws of the State of Delaware.