SmartLoader Standard Contract

This Software License Agreement for AWS Marketplace ("**Standard Contract**") sets forth the terms and conditions applicable to the licensing of Software from Inovvo, LLC ("**Licensor**") by the party subscribing to the Software ("**Buyer**") through the AWS Marketplace. The offer of the Software as a Standard Contract Listing on the AWS Marketplace, and Buyer's purchase of the corresponding Subscription on the AWS Marketplace, constitutes each Party's respective acceptance of this Standard Contract and their entry into this Agreement (defined below). Unless defined elsewhere in this Standard Contract, terms with initial capital letters used herein without definition shall have the meanings given them in Section 24 below. This Standard Contract will remain in full force and effect so long as Buyer is in compliance with payment obligations agreed to under the Standard Contract Listing. Buyer and Licensor may be referred to collectively as the "**Parties**" or individually as a "**Party**".

1. Software Subscription

Buyer will subscribe to a Subscription as set forth in the Standard Contract Listing in accordance with this Agreement. Licensor will supply and sell the Subscription to Buyer, or Buyer may purchase the Subscription from Licensor's authorized reseller ("**Reseller**"). A Subscription, as described in the applicable Standard Contract Listing, may be for Software deployed via AMI ("**AMI Software**") or Software deployed via SaaS ("**SaaS Software**") or Software deployed via Container ("**Container Software**"). Software may be targeted for specific geographic regions, and Support Services may vary by geography as set forth in the applicable Standard Contract Listing. A Subscription may be provided on a Metered Pricing, Entitlement Pricing or other basis through the functionality available through AWS Services. The fee or rate for the Subscription is set forth in the applicable Standard Contract Listing. For Subscriptions provided on a Metered Pricing basis, upon request by Buyer, Licensor will provide sufficient documentation from its books and records to allow Buyer to verify the metered usage charged to Buyer for the Subscription.

2. Taxes

Each Party will be responsible, as required under applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. Applicable taxes and duties may be due in addition to the fees or rates payable by Buyer. Licensor may charge and Buyer will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes ("**Taxes**"). Where required by local legislation, Amazon Web Services, Inc. may charge for Taxes in its own name for Subscriptions made by Buyers on the AWS Marketplace, and Buyer will pay such Taxes. Buyer will receive a compliant tax invoice, where required. Licensor will be responsible for all other taxes or fees arising (including interest and penalties) from transactions and the documentation of transactions under this Agreement. Upon request, Buyer will provide such information to Licensor as reasonably required to determine whether Licensor is obligated to collect

Taxes from Buyer. Licensor will not collect (or will refund to Buyer), and Buyer will not be obligated to pay (or will be entitled to a refund from Licensor), any such Tax or duty for which Buyer furnishes Licensor a properly completed exemption certificate or a direct payment permit certificate or for which Licensor claims an available exemption from Tax. Licensor will provide Buyer with any forms, documents or certifications as may be required for Buyer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

3. Agreement

Each Subscription is subject to and governed by this Standard Contract, the applicable Standard Contract Listing, the terms and conditions of the NDA (if any), the Privacy and Security Terms for SaaS Subscriptions (if any) , and any amendments to any of the foregoing as may be agreed upon by the Parties, which together constitute the agreement between Buyer and Licensor (the "**Agreement**"). Each Subscription is a separate agreement between Buyer and Licensor. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the parties; (b) the Privacy and Security Terms for SaaS Subscriptions (if Any); (c) the NDA (if any); (d) this Standard Contract; and (e) the Standard Contract Listing.

4. License:

a) Licensor hereby grants Buyer a limited, royalty-free, non-exclusive, non-sublicensable and non-transferable license to use the Software, solely for the Buyer's own business operations subject to Buyer's compliance with the terms and conditions of this Agreement and the limitations and other provisions in this Agreement for the term(s) as are specified in the Standard Contract Listing thereto; provided, however, that Buyer agrees that it will not itself, or through any affiliate, agent or third party (i) sell, re-license, sub-license, rent, lease, display, provide, describe or otherwise make the Software available to, or permit access to, the Software and related Documentation, or use the Software for commercial time-sharing or as a service bureau or applications service provider or other similar arrangement with a third party; (ii) cause or permit decompiling, reverse engineering, reverse compiling, or disassembly of the Software or attempt to reconstruct, identify or discover any Source Code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever, or disclose any of the foregoing; (iii) modify the Software or Documentation or develop any Derivative Works based upon the Software, Documentation or any Confidential Information; (iv) knowingly take any action that would cause the Software or the Source Code (to which Buyer has not been granted any license hereunder), if derived by Buyer or otherwise derived thereof to be placed in the public domain.

b) Buyer obtains no rights in the Software pursuant to this Agreement except the rights expressly granted hereunder and in the Standard Contract Listing. Buyer hereby

acknowledges that Licensor retains all right, title and interest in and to the Software and Documentation and any and all copies thereof, and all patent, copyright, trade secret, trademarks and other intellectual property rights pertaining thereto, shall be and remain the sole property of Licensor.

5. Term and Termination

a)   This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

b)   Buyer may terminate the Subscription or this Agreement without cause at any time upon notice to Licensor or using the termination or cancellation functionality available through the AWS Services.

c)   Licensor may terminate this Agreement immediately upon delivery of notice in writing to Customer in the following circumstances: (i) if Customer fails to pay any sums due to Licensor within thirty (30) days of the due date, whether or not demanded by Licensor; (ii) if Customer infringes Licensor's intellectual property or commits, or permits any third party to commit, any breach of the confidentiality obligations owed to Licensor hereunder; (iii) the dissolution, termination of existence, cessation of the other party's present business, insolvency, appointment of a receiver of any property of substantial value of the other party, a common law assignment or trust mortgage for the benefit of creditors of the other party, or the filing of a petition in bankruptcy or the commencement of any proceedings under any bankruptcy or insolvency laws or any law relating to the relief of debtors, readjustment or indebtedness, reorganization, composition or extension, by or against the other party; (iv) Buyer breaches the Agreement; or (v) Buyer attempts to assign, transfer or sublicense this Agreement in violation of the provisions of this Agreement.

d)   Upon termination or expiration of the Subscription or this Agreement, Buyer's right to use the Software licensed under such Subscription will terminate, and Buyer's access to the Software and Service provided under such Subscription may be disabled and discontinued. Termination or expiration of any Subscription purchased by Buyer from Licensor will not terminate or modify any other Subscription purchased by Buyer from Licensor.

e)   Upon termination of the Agreement shall not relieve Buyer of an obligation to pay any fee or other payment obligation that accrued or is otherwise owed hereunder. A termination of the Agreement shall not prevent Licensor from pursuing a remedy otherwise available to it.

6. Confidentiality

a)   Except as expressly permitted by this Agreement, Buyer shall protect the Confidential Information of Licensor from unauthorized dissemination, using the same degree of

care which Buyer ordinarily uses with respect to its own proprietary information, but in no event with less than a reasonable degree of care. Buyer shall not use the Confidential Information of Licensor for any purpose not expressly permitted by this Agreement, and shall limit the disclosure of the Confidential Information of Licensor to the employees or agents of Buyer who have a need to know such Confidential Information for purposes of this Agreement, and who are, with respect to the Confidential Information of Licensor, bound in writing by confidentiality terms no less restrictive than those contained herein. Buyer shall provide copies of such written agreements to Licensor upon request; provided, however, that such agreement copies shall themselves be deemed the Confidential Information of Buyer. Notwithstanding the foregoing, Confidential Information may be disclosed if such disclosure is required by law or by the order of a court or similar judicial or administrative body; provided, however, that Buyer shall notify Licensor of such requirement immediately and in writing, and shall cooperate reasonably with Licensor, at Licensor's expense, in obtaining a protective or similar order with respect thereto.

7. Compliance With Laws

Each Party represents and warrants that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("**Laws**") applicable to such Party in its performance under this Agreement.

8. Acceptable Use

Buyer will not intentionally use the Software to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on Licensor's system or network; or (d) perform penetration testing, vulnerability testing or other security testing on the Software or Licensor's systems or networks or otherwise attempt to gain unauthorized access to the Software or Licensor's systems or networks.

9. Export Laws

Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Buyer, where Buyer or its Users use the Software or Services, and in the case of Licensor, where Licensor provides the Software or Services. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Neither Party will export, re-export, ship, or otherwise transfer the Licensed Materials, Services or Buyer Data to any country subject to an embargo or other sanction by the United States.

10. Open Source Software

Software may contain or be provided with components that are subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). Buyer's use of the Software subjects Buyer to the terms of any license governing the use of Open Source Software. Information concerning such Open Source Software and the applicable license is incorporated or referenced in the Standard Contract Listing or Documentation. To the extent required by the license to which the Open Source Software is subject, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

11. Support Services

Licensor will provide sufficient Documentation to allow a reasonably competent user to access and use the Software, and Licensor will provide Support Services to Buyer in accordance with the support plan set forth or incorporated into the Standard Contract Listing

12. High-Risk Activities

The Software is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Software could lead to severe physical or environmental damages ("**High Risk Activities**"). Buyer will not use the Software for High-Risk Activities.

13. Disclosure of Relationship

Subject to Buyer's or Licensor's prior consent, which shall not be unreasonably withheld or delayed, Buyer or Licensor may disclose its relationship with the other as defined hereunder as a licensor or licensee of the Software.

14. Limited Warranty and Limitation on Liability

Buyer accepts the Software "AS IS." Licensor does not warrant that the operation of the Software will be uninterrupted or error free.   **LISENCOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND WHATSOEVER, OR FOR ANY LOST PROFITS, BUSINESS OR REVENUE, LOSS OF USE OR GOODWILL, OR OTHER LOST ECONOMIC**

ADVANTAGE, ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE BREACH HEREOF, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, STRICT LIABILITY, TORT, ANY FEDERAL OR STATE STATUTORY CLAIM, OR ANY OTHER LEGAL THEORY, EVEN IF LICENSOR KNEW, SHOULD HAVE KNOWN, OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN ANY APPLICABLE AGREEMENT OR AGREEMENT TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF LICENSOR FOR DAMAGES UNDER THE AGREEMENT SHALL BE LIMITED TO ZERO DOLLARS.

15. Indemnification

a)   Licensor will, at its expense, indemnify, defend and hold harmless Buyer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Buyer Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("**Claims**"), to the extent arising out of or relating to an allegation of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Licensed Materials or Buyer's use thereof as permitted under this Agreement; and (b) any unauthorized access, use or disclosure of Buyer Data resulting from breach of Licensor's obligations under any Privacy and Security Terms.

b)   Buyer will, at its expense, indemnify, defend and hold harmless Licensor and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Licensor Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("**Claims**") to the extent arising out of or relating to an allegation of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Buyer Materials or Buyer Data or Licensor's use thereof as permitted under this Agreement; and (b) breach of this agreement.

16. Force Majeure

If either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, then the affected party's failure to perform shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

17. Notices

To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Standard Contract; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

18. Headings

The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. No Third-Party beneficiaries

Except as specified in Section 15 with respect to Buyer Indemnified Parties and Licensor Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

20. Nonwaiver

Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

21. Relationship of Parties

The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Buyer and Licensor, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Buyer and Licensor. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

22. Severability

If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected

thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

23. General

a) No waiver of any part of the Agreement shall be effective unless made in writing by the waiving party. No waiver of any breach of the Agreement shall constitute a waiver of any other breach of the same, or any other provision, of the Agreement.

a) This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Buyer and Licensor. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

b)   This Agreement shall inure to the benefit of, and be binding upon the Parties, their successors and permitted assigns. Notwithstanding the foregoing, Buyer shall not assign or otherwise transfer the Software or Documentation or this Agreement to anyone without Licensor's prior written consent. Any purported assignment, transfer or sublicense of this Agreement in violation of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

c) Sections 2,3,4,6,7,9,10 and 21 survive the expiration or termination of the Agreement.

d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, applied without regard to its law of conflicts.

24. Additional Definitions

"**Affiliate**" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

"**AMI**" means a way that the Software offered under a Standard Contract Listing may be provisioned to Buyer where the Software is delivered in a machine image using the Amazon Machine Image functionality of AWS Services. Buyer deploys and runs the AMI Image

containing the AMI Software under Buyer's own AWS Services account on AWS Services infrastructure.

"**AMI Image**" means the specific machine image in which AMI Software is delivered to Buyer using the Amazon Machine Image functionality of AWS Services, including the AMI Software, the operating system and all applications, services and information included therein.

"**AWS Marketplace**" means the software marketplace operated by Amazon Web Services, Inc. located at https://aws.amazon.com/marketplace/ as it may be updated from time to time.

"**Buyer Materials**" means any property, items or materials, including Buyer Data, furnished by Buyer to Licensor for Licensor's use in the performance of its obligations under this Agreement.

"**Confidential Information**" includes (a) the Software and any related Documentation, technology, idea, algorithm or information contained therein, including without limitation any trade secrets related to any of the foregoing; (b) any information designated by Licensor as confidential in writing or, if disclosed orally, designated as confidential at the time of disclosure and reduced to writing and designated as confidential in writing within thirty (30) days; (c) any information regarding any fees paid by (or discounts given) Buyer including but not limited to fees for the Subscription of the Software and (e) the terms and conditions of this Agreement.

"**Container**" is a standard unit of software that packages up code and all its dependencies so the application runs quickly and reliably from one computing environment to another.

"**Container Software**" means a way that the Software offered under a Standard Contract Listing may be provisioned to Buyer where the Software is delivered as a Container offered on AWS container services such as Amazon ECS, Amazon Elastic Container, Service for Hubernettes (Amazon KBS), and Fargate.

"**Derivative Work**" means a work that is based upon one or more preexisting works, such as a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted (including framing a preexisting work into the Derivative Work so that a Web browser would display the preexisting work within the Derivative Work), and that, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a preexisting work.

"**Documentation**" means all information associated with the description, installation, operation, and maintenance, of the Software, as the same may be modified, updated, supplemented or replaced from time to time by Licensor.

"**Entitlement Pricing**" means any pricing model for Container Software, AMI Software or SaaS Software Subscriptions where Buyer purchases a quantity of usage upfront, include prepaid

and installment payment pricing models.

"**Licensed Materials**" means the Software, Documentation and any other items, materials or deliverables that Licensor provides, or is obligated to provide, under this Agreement.

"**Metered Pricing**" means any pricing model for Container Software, AMI Software or SaaS Software Subscriptions where Buyer pays as it goes based on the quantity of its usage of the Software.

"**Personnel**" means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

"**Proprietary Rights**" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

"**SaaS**" means a way that the Software offered by Licensor under a Standard Contract Listing may be provisioned to Buyer where the Software is delivered to Buyer on a software-as-a-service basis. The SaaS Licensor deploys the hosted Software under Licensor's account on the AWS Services infrastructure and is responsible for granting Buyer access to and use of the Software and SaaS Service.

"**Software**" means the computer software identified in the applicable Standard Contract Listing and any other software, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the Software that Licensor provides, or is obligated to provide, under this Agreement.

"**Source Code**" means computer software written in the applicable programming languages, in its not assembled or compiled form, which may include procedural code such as job control language statements and comments that might be translated into Object Code form for operation on computer equipment through assembly or compiling, either through a third party compiler or through other software applications.

"**Support Services**" means the support and maintenance services for the Software that Licensor provides, or is obligated to provide, as described in the Standard Contract Listing.

"**Subscription**" means a subscription ordered by Buyer in the AWS Marketplace and fulfilled by Licensor for the licensing and provision of AMI Software or SaaS Software listed in a Standard Contract Listing.

"Standard Contract Listing" means an offer by Licensor or a Reseller, as set forth in the detail page on the AWS Marketplace, to license Software for a specific use capacity and provide Support Services subject to this Agreement, including Licensor's policies and procedures referenced or incorporated in the detail page.

Version 1.3 – Nov-2021