

INFIO by Cornerstone Consulting Group EULA v1.0

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END USER LICENSE AGREEMENT FOR AWS MARKETPLACE SUBSCRIBERS

This End User License Agreement for AWS Marketplace Subscribers ("EULA") between **Bridge to Cloud, LLC (DBA Cornerstone Consulting Group)** (hereby **CCG**) ("LICENSOR") and you or the entity or organization you represent ("LICENSEE").

This EULA becomes binding and effective on Customer upon the earliest of: (a) when you access or use Services for which you obtained subscriptions through the AWS Marketplace, (b) when you click a "Subscribe", "Create Contract", "I Agree" or similar button or check box referencing this EULA, or (c) when you enter into a Marketplace Order (as defined below) through the AWS Marketplace.

Whereas Licensee wishes to license INFIO by Cornerstone Consulting Group software for the purpose of data migration assessments and CCG desires to license this software to licensee for the period of three (3) months starting on the day of software purchase from the AWS Marketplace.

"LICENSED PROGRAM" within this document refers to all INFIO program files and AMI's (Amazon Machine Image) provided by CCG.

Now therefore, the parties hereto agree as follows:

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6. TERM

The license granted hereunder shall continue unless and until terminated pursuant to Section 7 hereof and subject to Licensee's proper performance of its obligations hereunder.

7. TERMINATION

CCG may terminate this EULA if Licensee is in default of any of the terms and conditions of this EULA and fails to correct such default within ten (10) days after written notice thereof from CCG.

8. TERMINATION CERTIFICATE

In the event of termination, Licensee will immediately discontinue use of the Licensed Programs. Within one (1) month after termination of this EULA, Licensee will furnish to CCG a certificate which certifies with respect to each of the Licensed Programs that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Programs have been destroyed. The provisions of Sections 4, 5, 8, 11, and 13 hereof shall survive any termination of this EULA.



9. MAINTENANCE SUPPORT

Licensor will provide to Licensee the following support with respect to the Software:

- (i) If during the 1st 10 days of this EULA, Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this EULA, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination.
- (ii) In the case that Licensee has technical questions in the use of the Software during the 1st 10 days of this EULA, Licensee may submit those questions to Licensor. Licensor shall provide consulting to answer such questions without charge for the licensed program. Email address for notices is support@cornerstone-consulting.io.

10. DELIVERY OF LICENSED PROGRAMS

CCG shall use its best efforts to deliver the Licensed Programs promptly after receipt of the purchase order and export license (if required).

11. WARRANTY DISCLAIMER

CCG licenses, and Licensee accepts, the licensed programs "As is." CCG provides no warranties as to the function or use of the licensed programs, whether express, implied, or statutory, including, without limitation, any implied warranties of merchantability or fitness for particular purpose. The entire risk as to the quality and performance of the licensed program is with licensee. Licensor does not warrant that the functions contained in the licensed programs will meet licensee's requirements or that the operation of the licensed programs will be uninterrupted or error free.

12. PATENT AND COPYRIGHT INDEMNITY

(i) CCG agrees to defend, indemnify and hold harmless Licensee, its Affiliates and their employees, contractors, agents, officers and directors (collectively, "Customer Indemnitees"), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys' fees) (collectively, "Losses") arising out of or related to any legal claim, suit, action or proceeding (each, an "Action") by a third party (other than AWS or other parties specified in Section 12(ii)) alleging use of the Services as permitted under this EULA infringes such third party's United States patent or copyright, or misappropriates such third party's trade secrets (each, a "Customer Infringement Claim").



(i) None of AWS, Reseller, their Affiliates or their employees, contractors, agents, officer or directors shall be deemed Customer Indemnitees for purposes of this EULA.

13. LIMITATION OF LIABILITY

CCG's liability to licensee under any provisions of this EULA for damages finally awarded shall be limited to the amounts actually paid hereunder by licensee to CCG. In no event shall CCG be liable for indirect, incidental, special, or consequential damages, including loss of use, loss of profits or interruption of business, however caused or on any theory of liability.

14. NOTICES

Subject to change pursuant to this Section: (a) CCG's physical address for notices is that of its Dallas, Texas, USA headquarters provided at https://www.cornerstone-consulting.io/contact/, Attn: Legal Notice, and its email address for notices is info@cornerstone-consulting.io and (b) Licensee's physical and email addresses for notices are those designated in the Services. Notices required or permitted to be given under this EULA shall be in writing and shall be deemed to be sufficiently given: (i) one business day after being sent by overnight courier to the Party's physical address; (ii) three business days after being sent by registered mail, return receipt requested, to the Party's physical address; or (iii) one business day after being sent by email to the Party's email address (provided that (1) the sender does not receive a response that the message could not be delivered or an out-of-office reply and (2) any notice for an indemnifiable Action must be sent by courier or mail pursuant to clause (i) or (ii)). Either Party may change its address(es) for notice by providing notice to the other in accordance with this Section.

15. SUCCESSORS

This EULA will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

16. SEVERABILITY

In the event any provision of this EULA is determined to be invalid or unenforceable, the remainder of this EULA shall remain in force as if such provision were not a part.

17. GOVERNING LAW/FORUM

Except to the extent the issue arising under this EULA is governed by United States federal law, this EULA shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without giving effect to the choice of law rules of that State. Any legal action or proceeding arising under or relating to this EULA shall be brought exclusively in the



state or federal courts located in Dallas, Texas, USA, and the Parties expressly consent to personal jurisdiction and venue in those courts. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods are specifically excluded from application to this EULA.

18. NON-ASSIGNMENT

This EULA and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of CCG.

19. ENTIRE AGREEMENT

This EULA sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions, and understandings, express or implied, concerning such matters. This EULA shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or CCG's order acknowledgment forms.

