



DecisionNext SaaS License Agreement

Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. **Customer** assumes all responsibilities and obligations of its Affiliates under this Agreement.

"Application" means each online, web-based applications provided by DecisionNext and subscribed to by the Customer via the AWS Marketplace, including their respective functionalities as detailed in the Documentation.

"Licensee" means the company, organization, or individual that has agreed to the terms of this Agreement with DecisionNext for access to and use of the Application. The terms "Licensee" and "Customer" are used interchangeably in this document.

"Customer Data" means all electronic data or information submitted by Customer via the Site for use in an Application.

"Documentation" means the online user guides made generally available for the Application, as updated from time to time, but does not include any marketing materials or demonstrations of such Application.

"Order Form" means the web-based form provided by AWS Marketplace that confirms the provision of the subscribed Application to the Customer, including details regarding fees, entitlements, and term of license.

"Users" means individuals who are authorized by the Customer to use the Application, including employees and consultants of the Customer or its Affiliates, provided that such consultants (a) are not in competitive business against DecisionNext; (b) are bound by confidentiality obligations protective of DecisionNext's Confidential Information consistent with this Agreement; and (c) their use complies with the terms of this Agreement. The Customer is liable for any acts of its Users in contravention of this Agreement as though they were actions of the Customer.

"Site" means the online, Web-based application provided by DecisionNext at a URL, as detailed by the Documentation, through which the Application is made accessible to Customer.



Terms and Restrictions

License Grant. Subject to the Customer's adherence to these terms and timely payment of the fees specified in the Order Form provided via AWS Marketplace, DecisionNext grants to the Customer a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Application solely for Customer's internal business purposes during the term specified in the Order Form.

Use Restrictions. The Customer shall not: (a) make the Application available to any third party other than authorized Users; (b) use the Application to store, transmit, or process infringing, libelous, or otherwise unlawful material, or material in violation of third-party privacy rights; (c) disrupt or attempt to gain unauthorized access to the Application or its related systems or networks; (d) modify, create derivative works from, or reverse engineer the Application, except to the extent expressly allowed under applicable law notwithstanding this restriction.

Application Operation. DecisionNext reserves the right to monitor usage of the Application for security and operational integrity and may suspend access for any User found or suspected of violating this Agreement. DecisionNext shall notify the Customer of any such suspension promptly.

Application Warranty. DecisionNext warrants that the Application will perform in accordance with the Documentation. Customer's sole and exclusive remedy for DecisionNext's breach of this warranty shall be that DecisionNext shall be required to use commercially reasonable efforts to modify the non-conforming Application to achieve in all material respects the functionality described in the Documentation. Beyond this warranty, the Application is provided "AS IS" without further warranty. DecisionNext disclaims all other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

WARRANTY DISCLAIMERS. THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 6 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY DECISIONNEXT. ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS." TO THE EXTENT ALLOWED BY APPLICABLE LAW, DECISIONNEXT MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. DECISIONNEXT EXPRESSLY DISCLAIMS ALL WARRANTIES ARISING FROM USAGE OF TRADE AND COURSE OF DEALING.

APPLICATION DISCLAIMERS. DECISIONNEXT DOES NOT WARRANT THAT THE APPLICATIONS ARE ERROR FREE, THAT CUSTOMER WILL BE ABLE TO ACCESS OR USE THE APPLICATIONS WITHOUT PROBLEMS OR INTERRUPTIONS, OR THAT THE DECISIONNEXT



SITE AND APPLICATIONS ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION. DECISIONNEXT DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE APPLICATIONS.

NETWORK INTRUSIONS. EXCEPT IN THE EVENT OF DECISIONNEXT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DECISIONNEXT WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH, UNAUTHORIZED ACCESS TO, MISUSE OF, OR INTRUSION INTO, CUSTOMER DATA RESIDING ON THE APPLICATIONS.

Limitation of Liability. Except in instances of willful misconduct or gross negligence, DecisionNext shall not be liable for any unauthorized access to, or alteration, deletion, or disclosure of Customer Data.

Force Majeure. Neither party shall be liable for any failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, government action, or any other force majeure event.

Term. The term of the Agreement begins on the Effective Date and continues until all subscriptions granted in accordance with the Agreement have expired or been terminated (the "Initial Term"). The Initial Term is referred to herein as the "Term."

Term of Subscription. The term of the Agreement begins on the Effective Date and continues until all subscriptions granted in accordance with the Agreement have expired or been terminated (the "Initial Term"). Upon expiration of the Initial Term, the term of the Agreement will renew automatically for additional one-year periods (each year a "Renewal Term") until either Party terminates the Agreement by providing at least thirty (30) days prior written notice of termination to the other Party. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Any discounts identified as "for Year 1 only" in the Order Form will not apply to Renewal Terms.

Effect of Termination. Except as otherwise set forth herein, expiration or termination of the Agreement shall have the following effects: (a) all subscriptions granted under existing Order Forms shall terminate immediately, and (b) upon request by Customer made within thirty (30) days after the effective date of termination, DecisionNext shall make available to Customer for download a file of Customer Data in the current format in which it is stored in an Application. After such 30-day period, DecisionNext shall have no obligation to maintain or provide any Customer Data and may thereafter unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

Governing Law and Dispute Resolution. This Agreement shall be governed by the laws of the jurisdiction in which DecisionNext is headquartered, without giving effect to any choice or conflict



of law provision or rule. Any disputes arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

General Provisions. This Agreement is the complete and exclusive understanding between the parties regarding its subject matter and supersedes all previous agreements or representations. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.