GFCONSULTING LFINTEGRATOR SOFTWARE END USER LICENSE AGREEMENT

THIS SOFTWARE END USER LICENSE AGREEMENT (THIS "AGREEMENT") IS APPLICABLE TO YOUR USE OF THE GFCONSULTING LFINTEGRATOR SOFTWARE AND RELATED DOCUMENTATION (the "Software") WHICH IS OWNED AND LICENSED TO YOU BY THE GORDON FLESCH COMPANY, INC. D/B/A GFCONSULTING (HEREINAFTER, "GFC"). YOU MUST AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ORDER FOR YOU TO BE AUTHORIZED TO INSTALL AND USE THE SOFTWARE. YOU WILL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT IF YOU OR AN AUTHORIZED THIRD PARTY INSTALLS THE SOFTWARE, OR BY CLICKING ON THE "YES" BUTTON OF THE INSTALL PROGRAM. BY DOING SO, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT, AND THE TERMS SHALL BE BINDING WITH RESPECT TO YOUR USE OF THE SOFTWARE. IF YOU DO NOT AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE AND RETURN IT TO GFC.

- 1. LICENSE GRANT. In consideration of your payment of applicable license fees, and subject to the terms, conditions, and restrictions set forth in this Agreement, GFC hereby grants to you a limited, non-exclusive, non-transferable license to use the Software as follows: (i) install and use the most recent version and edition of the Software specified in the order; (ii) use the Software in conjunction with the maximum number of devices specified in the order; and (iii) make one backup copy of the Software for archival purposes. The Software consist of the Software and the Documentation associated with the Software that you have licensed, and includes updates to the Software. Updates, if any, may be provided under a separate Service Level Agreement ("SLA"). Documentation is the written material provide by GFC regarding the Software.
- 2. RESTRICTIONS ON LICENSE GRANT. Except as expressly provided herein, you shall not, in any manner whatsoever, directly or through any parent, subsidiary, affiliate, agent or other third party; (a) sell, lease, license, sublicense, distribute, encumber or otherwise transfer or attempt to sell, lease, license, sublicense, distribute, encumber or transfer, in whole or in part, the Software, including the Documentation, to a third party; (b) allow or permit access to or use of the Software by any user(s) other than you, your employees, agents, independent contractors or consultants, who shall use the Software solely for your internal business purposes, and in a manner consistent with this Agreement; (c) reverse engineer, assemble, disassemble, decompile, translate, or attempt to reveal the source code from the Software or attempt to reduce the Software to human readable form, in whole or in part; (d) use or virtualize features of the Software separately; or (d) in any way modify, add to or create derivative works of the Software. To the extent you change, modify or create any derivative works in the Software, such shall become the exclusive property of GFC. In the event you learn of any violation of this Agreement, you shall promptly report any such violation to GFC. You shall be liable for any failure to comply with the terms of this Agreement by your agents, employees, independent contractors or consultants. You acknowledge and agree that any breach of this section will constitute a material breach of this Agreement and will result in an immediate termination of the licenses granted herein.
- 3. DEMONSTRATION. If the Software to which you have gained authorized access is for demonstration purposes, (hereinafter collectively referred to as "Trial Software") the following license terms apply: Subject to the terms, conditions, and restrictions set forth in this Agreement, GFC hereby grants to you a limited, non-exclusive, non-transferable, temporary license to use the Trial Software for the period of time set by GFC, and under no circumstances should Trial Software be employed for Commercial use. Trial Software may contain mechanisms that inhibit its ability to function at a later date.
- 4. RIGHTS IN THE SOFTWARE. You acknowledge and agree that the Software and any copies of the Software, regardless of form, are the sole and exclusive property of GFC and are protected by U.S. Copyright Law and international treaty and that unauthorized use, reproduction, or distribution of the Software is subject to civil and criminal penalties. Your agreement to accept this license does not confer upon you any ownership rights in the Software. The Software is licensed to you, not sold to you, and shall be used solely in accordance with the terms of this Agreement. You acknowledge and agree that the Software, including but not limited to the structure of the Software, the logic, and the code, contain valuable trade secrets which are the sole and exclusive property of GFC. You shall make commercially reasonable efforts to prevent the use, reproduction, or distribution of the Software in an unlicensed manner. You further agree to secure and protect the Software in your possession or control in a manner that is consistent with the maintenance of GFC's rights in the Software, as set forth in this Agreement. Except as otherwise provided herein, you shall have no right, title, or interest in or to the Software or any intellectual property rights therein or associated therewith. You acknowledge and agree that GFC reserves all rights not expressly granted to you by virtue of this Agreement. You agree that GFC may store and use the information provided by you during the purchase of the Software for the purpose of confirming your purchase of the Software and delivering the Software. GFC may also use such information for marketing or selling the Software, or for other commercially reasonable purposes. GFC may contact you in the future about other products and/or services provided or offered by GFC or others.

- 5. UPDATES. Updates to the Software may be provided by GFC from time-to-time, and, if so provided by GFC, are provided upon the terms and conditions offered at that time by GFC in its sole discretion. GFC may provide updates and upgrades to the Software for free or for any charge, at any time or never, and through its chosen manner of access and distribution, all in GFC's sole discretion.
- 6. THIRD PARTY SOFTWARE. If you use third party software in conjunction with the Software, including open source software, you shall ensure that its use does not create obligations of use with respect to the third party software or the Software or grant to any third party any rights in connection with GFC's intellectual property or proprietary rights in the Software.
- 7. THIRD PARTIES. You acknowledge and agree that the Software may be used to connect to or integrate with software and other technology owned and controlled by third parties. In order to connect to or integrate with any and all other such third party software or technology you may be subject to a license agreement with that third party. You acknowledge and agree that you will look solely to the applicable third party and not to GFC to enforce any of your rights with regard to such third party software or technology.
- 8. **COPIES**. You agree not to disclose or otherwise make available any part of the Software to any third party on any basis, other than as set forth in this Agreement. You agree not to make any copies of the documentation that is provided in hard copy as part of the Software.
- 9. TERM AND TERMINATIONS. Subject to the limitations provided herein, the license granted by GFC to you under this Agreement shall be perpetual unless you; (a) fail to pay any amounts due to GFC for the Software or pursuant to a separate agreement; or (b) fail to comply with any of the terms and conditions set forth in this Agreement. Upon termination of this Agreement, all of your rights to use the Software and Documentation terminate and you shall return all copies of the Software and Documentation to GFC and not keep any copies thereof. Upon termination of this Agreement, the provisions which should by their nature survive, including provisions on limitations on liability, governing law, audit, and intellectual property rights protections, will survive.
- 10. DISCLAIMER OF WARRANTY. YOU ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION AND USE OF, AND RESULTS OBTAINED FROM, THE SOFTWARE. THE SOFTWARE IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND GFC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ANY WARRANTY THAT THE SOFTWARE OR FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE AND DOCUMTATION WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GFC AND ITS SUPPLIERS AND DISTRIUBTORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES. FURTHER, GFC SPECIFICALLY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE SOFTWARE AND DOCUMENTATION, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, DATA CORRUPTION, ACCURACY, RELIABILITY OR OTHERWISE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE AND NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN TO YOU REGARDING THE SOFTWARE, ITS FUNCTIONALITY OR DOCUMENTATION SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. YOU SHALL NOT RELY ON ANY SUCH INFORMATION, DISCUSSIONS, OR ADVICE. THE SOFTWARE IS NOT INTENDED, NOR IS IT DESIGNED OR MANUFACTURED FOR USE, LICENSE OR RESALE FOR USE IN CONNECTION WITH HAZARDOUS ENVIRONMENTS OF ANY KIND, INCLUDING THOSE REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE MONITORING AND/OR OPERATION OF HAZARDOUS FACILITIES OR OPERATIONS, INCLUDING BUT NOT LIMITED TO, NUCLEAR FACILITIES, AIRCRAFT RELATED NAVIGATION, CONTROL, OR COMMUNICATION SYSTEMS, LIFE SUPPORT EQUIPMENT, OR WEAPONS SYSTEMS, WHERE A FAILURE OF THE SOFTWARE COULD RESULT IN OR LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. GFC AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY HIGH RISK ACTIVITIES.
- 11. LIMITATION ON LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GFC, ITS LICENSORS, OR ANY OF THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY COMMERCIAL DAMAGES OR LOSSES,

HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (LEGAL OR EQUITABLE, CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE), ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, OR ANY PORTION THEREOF, EVEN IF GFC, ITS LICENSORS AND/OR ANY OF THEIR RESPECTIVE SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, IN NO EVENT WILL GFC'S AND ITS SUPPLIERS' AND LICENSORES' TOTAL AGGREGATE AND CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND ARISING HEREUNDER EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. GFC'S LICENSORS AND THEIR SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY DAMAGES SUFFERED BY YOU OR ANY THIRD PARTY AS A RESULT OF USING THE SOFTWARE, OR ANY PORTION THEREOF. NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY. EACH EXCLUSION OF LIMITATION IS INTENDED TO BE SEPARATE AND THEREFORE SEVERABLE.

- 12. INDEMNIFICATION. You agree to indemnify, hold harmless, and defend GFC and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from (a) your breach of any of the terms and conditions of this Agreement; and (b) the use, procurement, reproduction or distribution of Software by you, your users or other third parties.
- 13. **MAINTENANCE AND SUPPORT**. Any maintenance or support services for the Software, if any, shall be provided under a separate Service Level Agreement ("SLA").
- 14. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subsection (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. seq. or 252.211-7015, or subsections (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. In the event any of the above referenced agency regulations are amended or replaced, the equivalent successor regulation shall apply instead. Contractor/manufacturer is GFC, 2675 Research Park Drive, Madison, Wisconsin 53711.
- 15. EXPORT REGULATIONS. The Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import laws, rules and regulations in other countries. You shall be responsible for compliance with any such applicable laws, rules and regulations related to use or access to the Software outside of the United States. You expressly agree to strictly comply with all such laws, rules and regulations, and agree to obtain all necessary licenses and approvals to export, re-export, or import the Software or any portion thereof. GFC shall have no liability for its failure to obtain a US export license to export the Software. You shall not (and shall not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You represent and warrant that (i) you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and (ii) that none of your data is controlled under the US International Traffic in Arms Regulations. The Software is restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the United States government.
- 16. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the state of Wisconsin without reference to its conflicts of law principles. You agree that jurisdiction for any dispute between you and GFC shall be in Wisconsin and shall be venued in Dane County, Wisconsin. You expressly agree to submit to personal jurisdiction to the courts in Dane County, Wisconsin. You and GFC waive any right to a jury trial regarding any dispute arising from this Agreement. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.
- 17. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may be amended by GFC from time to time. Such amendments shall be posted at https://www.gflesch.com/terms-and-conditions without notice. Your continued use of the Software constitutes your

acceptance of any such amendment(s). If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or if no such modification is possible, severed from this Agreement, and the other provisions of this Agreement shall remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The controlling language of this Agreement is English. You agree to bear any and all costs of interpreters if necessary. The provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding such expiration or termination. You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein except to an acquirer of your business in the case of a merger or the sale of all or substantially all of your assets to such acquirer. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. The relationship between GFC and you is that of independent contractors and neither you nor your agents shall have any authority to bind GFC in any way. If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. GFC may use your name in any customer reference list or in any press release issued by GFC regarding the Software.

18. TRADEMARKS. GFConsulting® and LFIntegrator® are trademarks or registered trademarks of the Gordon Flesch Company, Inc. All other names and product names are trademarks or registered trademarks of their respective owners and are hereby acknowledged.