

END USER LICENSE AGREEMENT

This End User License Agreement (“Agreement”) is entered into by and between Dot Ai (“Licensor”), and the entity or individual accepting this Agreement (“Licensee”) as of the date of acceptance (the “Effective Date”). This Agreement governs Licensee’s access to and use of Licensor’s proprietary software, firmware, cloud services, and related hardware integration components (collectively, the “Products”).

BY ACCESSING, INSTALLING, OR USING THE PRODUCTS LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSEE MUST NOT USE THE PRODUCTS.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms. If you do not have such authority, you must not accept this Agreement and may not use the Products.

This Agreement is effective as of the date of acceptance and governs all use of the Products, whether provided on a software-as-a-service (SaaS) basis, installed locally, embedded in hardware, or accessed through Licensor’s cloud platform.

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means the power to direct or cause the direction of management or policies, whether through ownership of voting securities, contract, or otherwise.

1.2 “Authorized User” means a natural person employed or retained by Licensee (including independent contractors and consultants) who is authorized to access and use the Licensed Technology solely on Licensee’s behalf and for its internal business purposes.

1.3 “Customer Data” means all data, content, or other materials input by or on behalf of Licensee or its Authorized Users into the Licensed Technology, excluding Usage Data, telemetry, metadata, or aggregated performance data generated by Licensor.

1.4 “Documentation” means the user manuals, configuration instructions, and other materials provided or made available by Licensor in connection with the Licensed Technology.

1.5 “Licensed Technology” means the software, cloud-based services, applications, and associated components made available to Licensee by Licensor under this Agreement, as further described in one or more Order Forms.

1.6 “Technical Data” includes logs, metadata, sensor data, diagnostic information, usage statistics, and any other non-personal information generated through access to or use of the Products. Licensor may collect and use Technical Data for purposes of analytics, product improvement, diagnostics, security, and performance monitoring, provided such data is anonymized or aggregated where appropriate.

1.7 “Order Form” means a mutually executed document that describes the Licensed Technology ordered by Licensee, including scope of use, pricing, and term, and which incorporates this Agreement by reference.

1.8 “Usage Data” means data related to the operation, support, and/or Licensee’s use of the Licensed Technology that is collected or generated by Licensor in connection with providing the Services, including log files, performance statistics, and system telemetry, but excluding Customer Data.

2. LICENSE GRANT

Subject to the terms and conditions of this Agreement and any applicable Order Forms, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Licensed Technology solely for Licensee’s internal business operations during the Term and in accordance with the Documentation. All rights not expressly granted to Licensee are reserved by Licensor. This Agreement does not convey any ownership or other intellectual property rights in or to the Licensed Technology.

3. LICENSE RESTRICTIONS

Licensee shall not, and shall not permit any third party to:

3.1 Copy, reproduce, or distribute the Licensed Technology, in whole or in part, except as expressly permitted by this Agreement;

3.2 Modify, translate, adapt, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, or file structure of the Licensed Technology, except to the limited extent expressly permitted by applicable law and only with prior written notice to Licensor;

3.3 Rent, lease, sublicense, assign, distribute, publish, or otherwise make the Licensed Technology available to any third party, including in any service bureau, SaaS offering, cloud resale model, or time-sharing environment;

3.4 Use the Licensed Technology to develop, train, test, or operate any artificial intelligence or machine learning system, including large language models, without Licensor's prior written consent;

3.5 Publish, disclose, or otherwise make publicly available any performance, availability, latency, scalability, or benchmarking results relating to the Licensed Technology, without Licensor's prior written approval;

3.6 Circumvent, disable, interfere with, or otherwise compromise any security features, usage limits, license controls, or technical protections implemented in the Licensed Technology;

3.7 Use the Licensed Technology in violation of any applicable laws, regulations, or third-party rights, including intellectual property rights, data protection laws, privacy obligations, and U.S. export control or sanctions regimes;

3.8 Use the Licensed Technology to provide outsourced, managed, or commercial services to third parties (whether directly or indirectly), except as expressly authorized in writing by Licensor;

3.9 Access or use any part of the Licensed Technology other than through the interfaces and in the manner provided or explicitly authorized by Licensor;

3.10 Remove, alter, obscure, or interfere with any copyright, trademark, patent, confidentiality, or proprietary notices contained in or displayed by the Licensed Technology or Documentation.

4. OWNERSHIP AND FEEDBACK

4.1 The Licensed Technology, including all software, source code, algorithms, interfaces, content, Documentation, enhancements, modifications, and derivative works thereof, and all intellectual property rights therein, are and shall remain the exclusive property of Licensor or its licensors. Licensee acquires no rights, title, or interest in or to the Licensed Technology except for the limited license rights expressly granted under this Agreement.

4.2 Licensor retains all rights not expressly granted herein. No ownership rights in the Licensed Technology are transferred to Licensee under this Agreement, whether by implication, estoppel, or otherwise.

4.3 Nothing in this Agreement shall restrict Licensor from independently developing, licensing, distributing, or otherwise exploiting software, products, or services that are similar to or compete with those provided under this Agreement.

5. CONFIDENTIALITY

5.1 Confidential Information.

“Confidential Information” means all non-public business, technical, or financial information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation: source code, technical documentation, product plans, trade secrets, pricing, customer and vendor lists, business forecasts, and all Licensed Technology and related documentation.

5.2 Exclusions.

Confidential Information does not include information that the Receiving Party can demonstrate:

- (a) was lawfully known to it without restriction on disclosure prior to receipt from the Disclosing Party;
- (b) is or becomes publicly available through no breach of this Agreement;
- (c) is lawfully disclosed to the Receiving Party by a third party without confidentiality restriction; or
- (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

5.3 Use and Protection.

The Receiving Party shall:

- (a) use the Disclosing Party’s Confidential Information solely as necessary to perform its obligations or exercise its rights under this Agreement;
- (b) not disclose such Confidential Information to any third party without the Disclosing Party’s prior written consent, except to employees, contractors, or professional advisors who have a need to know and are bound by confidentiality obligations at least as restrictive as those herein; and
- (c) take reasonable measures to protect the secrecy of and avoid unauthorized disclosure or use of Confidential Information, using at least the same degree of care it uses to protect its own confidential information, and in no event less than a reasonable standard of care.

5.4 Compelled Disclosure.

The Receiving Party may disclose Confidential Information to the extent required by law, subpoena, or court order, provided that (where legally permitted) it gives the Disclosing Party prompt written notice and cooperates in seeking confidential treatment or a protective order.

5.5 Return or Destruction.

Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information (including all copies) in its possession or control, except that the Receiving Party may retain one archival copy for legal compliance purposes.

5.6 Injunctive Relief.

The Receiving Party acknowledges that unauthorized disclosure of Confidential Information would cause irreparable harm for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief in the event of any breach or threatened breach of this Section, without the necessity of posting bond or proving actual damages.

6. RESTRICTIONS ON USE FOR ARTIFICIAL INTELLIGENCE

6.1 Use of Licensee data for **AI/ML training or development** by Licensor is expressly permitted under this agreement, subject to the Confidentiality clauses above. Products, Services, and any Data derived therefrom remain the property of the Licensor.

6.2 **AI/ML Derivations.** Licensee shall not use, nor permit any third party to use, the Products, Services, or any data derived therefrom (including output, performance data, or usage metrics) to train, fine-tune, or develop any machine learning model, large language model, or artificial intelligence system, including generative AI tools. Any such use is strictly prohibited and constitutes a material breach of this Agreement.

6.3 **Benchmarking Prohibition.** Licensee shall not publish, disclose, or distribute the results of any benchmark, performance test, or evaluation of the Products without Licensor's prior written consent. Any violation of this provision shall constitute a material breach.

7. DATA SECURITY AND PROCESSING

7.1 Standard Support.

During the Term, and subject to Licensee's compliance with this Agreement and timely payment of all applicable fees, Licensor shall provide Licensee with standard technical support as described in the applicable Order Form or Documentation. Support includes commercially reasonable assistance with access and usage issues, as well as access to error corrections and maintenance releases made generally available to Licensor's customers.

7.2 Scope and Conditions.

Support is provided only for the current version of the Licensed Technology operating in a

supported environment, as specified in the Documentation. Licensor has no obligation to support:

- (a) any custom or third-party integrations,
- (b) issues resulting from unauthorized modifications or misuse,
- (c) use outside of permitted specifications, or
- (d) any version of the Licensed Technology no longer supported under Licensor's end-of-life policy.

7.3 Updates and Modifications.

Licensor may, in its discretion, provide Updates, patches, enhancements, or new features to the Licensed Technology. All Updates shall be deemed part of the Licensed Technology and subject to this Agreement unless expressly stated otherwise. Licensor is under no obligation to deliver any particular Update, feature, or enhancement.

7.4 Service Levels and Customization.

This Agreement does not include any service level commitments, response time guarantees, or custom development unless expressly agreed to in a separate Order Form or Statement of Work.

7.5 Disclaimer of Warranty.

The Products may rely on or interoperate with third-party platforms, services, or infrastructure (e.g., AWS, Google Cloud, third-party APIs). Licensor makes no warranties and disclaims all liability for the acts, omissions, performance, or nonperformance of such third parties.

7.6 Security Measures.

Licensor shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the Licensed Technology and Licensee Data against unauthorized access, loss, or disclosure. Such measures shall include, at a minimum:

- (a) user access controls;
- (b) regular patching and vulnerability assessments;
- (c) encryption of data in transit and at rest (where applicable); and
- (d) background screening and confidentiality obligations for personnel with access to production systems.

7.7 Third-Party Hosting Providers.

The Licensed Technology may be hosted by one or more third-party infrastructure providers (e.g., Amazon Web Services, Google Cloud Platform). While Licensor selects reputable hosting providers and takes commercially reasonable measures to maintain availability and security, Licensor shall not be liable for downtime, data loss, or security incidents caused by such providers, except to the extent such issues arise from Licensor's failure to implement commercially reasonable safeguards or contractual arrangements with such providers.

Licensor makes no warranties or guarantees regarding uptime, availability, or security beyond those expressly stated in this Agreement

7.8 Suspension for Risk or Harm.

Licensor reserves the right to suspend access to the Licensed Technology (in whole or part) if:

(a) Licensee's use poses a material security risk or legal liability to Licensor or any third party;

(b) it violates applicable law or this Agreement; or

(c) continued use may compromise the functionality or integrity of the Licensed Technology. Licensor shall use reasonable efforts to provide advance notice and limit the scope and duration of any suspension.

8. SERVICE LEVEL COMMITMENTS AND SUPPORT

8.1 Availability. Licensor shall use commercially reasonable efforts to make hosted Services available as per published or agreed SLAs (service level agreements).

8.2 Support Services. Subject to Licensee's timely payment of all Fees, Licensor shall provide standard support services during normal business hours in accordance with Licensor's then-current support policies. Additional support tiers or service-level options may be available under a separate Order Form and shall be subject to additional fees.

8.3 Maintenance. Licensor may perform scheduled maintenance on the Services during off-peak hours with prior notice where practicable. Licensor reserves the right to perform emergency maintenance at any time without notice and shall not be liable for any resulting unavailability.

8.4 Suspension Rights. Licensor may suspend access to the Services, in whole or in part, without liability to Licensee, if:

(a) Licensee is seven (7) or more days overdue on any payment;

(b) Licensee is in material breach of Agreement (including without limitation Section 3);

(c) Licensor reasonably determines suspension is necessary to avoid material harm to Licensor, its infrastructure, or other customers (e.g., in response to a denial-of-service attack or security vulnerability); or

(d) required by applicable law, regulation, or government order.

Suspension shall not relieve Licensee of its payment obligations.

8.5 Exclusions. The commitments in this Section do not apply to:

(a) interruptions caused by acts or omissions of Licensee or its users;

(b) use of the Products in violation of the Documentation or this Agreement;

(c) network or internet connectivity issues outside of Licensor's control;

(d) any third-party software, hardware, or services not provided by Licensor;

- (e) beta features, trial Services, or Services provided free of charge; or
- (f) Force Majeure Events (as defined in Section 16).

8.6 No Guarantee. LICENSOR MAKES NO GUARANTEES REGARDING SERVICE UPTIME, RESPONSE TIME, OR RESOLUTION TIME, AND DISCLAIMS ANY IMPLIED OBLIGATIONS OR WARRANTIES THAT MAY OTHERWISE BE ASSOCIATED WITH SERVICE AVAILABILITY OR SUPPORT. LICENSEE ACKNOWLEDGES THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER RISKS INHERENT IN THE USE OF INTERNET-BASED APPLICATIONS.

9. FEES AND PAYMENT

9.1 Fees. Licensee shall pay all fees, charges, and amounts specified in the applicable Order Form or otherwise agreed in writing by the parties (“Fees”). Except as expressly stated in this Agreement, all Fees are non-cancelable and non-refundable. Licensor may condition delivery of Products or Services upon timely receipt of payment. Licensee’s use of any free trial, pilot, or beta feature does not entitle Licensee to continued use unless separately ordered and paid.

9.2 Invoicing and Payment Terms. Unless otherwise stated in the Order Form, Licensor shall invoice Licensee upon execution of the applicable Order Form, and all undisputed amounts shall be due and payable in full within thirty (30) days from the invoice date. All payments shall be made in U.S. dollars to the account designated by Licensor.

9.3 Late Payments. Any undisputed amount not paid when due may accrue interest on a daily basis from the due date until paid in full, at a rate of 1.5% per month or the highest amount permitted by law, whichever is lower. Licensor may, in its discretion and without limiting other remedies, suspend Licensee’s access to the Products or Services for payments more than seven (7) days past due.

9.4 Disputed Charges. Licensee must notify Licensor in writing of any disputed charge within fifteen (15) days of the applicable invoice date, identifying the specific items disputed and the reasons for such dispute. The parties shall cooperate in good faith to resolve the dispute. Licensee shall timely pay all undisputed amounts. Failure to notify Licensor within the time period specified shall constitute waiver of such dispute.

9.5 Taxes. All Fees are exclusive of taxes, duties, levies, or similar governmental assessments of any kind (including, without limitation, value-added, sales, use, or withholding taxes) (“Taxes”). Licensee shall be responsible for all such Taxes imposed on amounts payable hereunder, excluding Taxes based on Licensor’s income. If Licensee is required to withhold or deduct any Taxes under applicable law, then the Fees payable shall be grossed-up so that Licensor receives the full amount it would have received absent such withholding.

9.6 No Set-Off. All payments due under this Agreement shall be made without any deduction or withholding and shall not be subject to any set-off, counterclaim, or deduction of any kind.

9.7 Payment Method Authority. If Licensee elects to pay via credit card or other electronic payment method, Licensee represents and warrants that it has the full authority to use the designated payment method and authorizes Licensor (or its designated third-party payment processor) to charge such payment method for all applicable Fees. Licensee is responsible for ensuring all billing information remains complete, current, and accurate.

10. WARRANTIES AND DISCLAIMERS

10.1 Limited Warranty. Licensor warrants that during the Term, the Software and Services will substantially conform to the applicable Documentation when used in accordance with this Agreement and the Order Form. Licensee's sole and exclusive remedy for any breach of this warranty is for Licensor to use commercially reasonable efforts to correct the nonconformity or, if Licensor determines it cannot do so within a reasonable time, to terminate the affected Services and refund any prepaid Fees for the unused portion of the Term.

10.2 Exclusions. The foregoing warranty does not apply to any failure resulting from:

- (a) use of the Products not in accordance with the Documentation or this Agreement;
- (b) modification or alteration of the Products by anyone other than Licensor or its authorized agents;
- (c) combination or use of the Products with hardware, software, or services not provided or authorized in writing by Licensor;
- (d) trial, beta, or evaluation use of the Products; or
- (e) Force Majeure Events.

10.3 Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9.1, THE PRODUCTS, SERVICES, AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

11. INDEMNIFICATION

11.1 Indemnification by Licensor. Licensor shall defend Licensee against any third-party claim that the Software or Services, as provided by Licensor and used in accordance with this Agreement, infringe any U.S. patent, copyright, or trademark, and shall indemnify Licensee from any damages, liabilities, or costs (including reasonable attorneys' fees) finally awarded or agreed in settlement, provided that Licensee:

- (a) promptly notifies Licensor in writing of the claim;
- (b) grants Licensor sole control of the defense and settlement; and
- (c) cooperates with Licensor in good faith.

11.2 Exclusions. Licensor shall have no liability or obligation under this Section 10 to the extent the alleged infringement arises from:

- (a) use of the Products in combination with any software, hardware, data, or services not provided by Licensor;
- (b) modification of the Products by anyone other than Licensor;
- (c) use of the Products outside the scope of the license granted in this Agreement or in breach of this Agreement; or
- (d) compliance with specifications or instructions provided by Licensee.

11.3 Remedial Measures. If the Products are, or in Licensor's reasonable opinion are likely to be, subject to a claim of infringement, Licensor may, at its sole option and expense:

- (a) procure for Licensee the right to continue using the Products;
- (b) replace or modify the Products to make them non-infringing; or
- (c) terminate this Agreement with respect to the affected Products and refund to Licensee any prepaid Fees for the unused portion of the Term.

11.4 Indemnification by Licensee. Licensee shall defend, indemnify, and hold harmless Licensor from and against any third-party claims, liabilities, and associated costs (including reasonable attorneys' fees) arising from:

- (a) Licensee's breach of this Agreement or violation of applicable laws;
- (b) Licensee's use of the Products in violation of third-party rights; or
- (c) any content, data, or information provided or transmitted by Licensee or its Authorized Users, including Customer Data.

12. LIMITATION OF LIABILITY

12.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST

PROFITS, LOST DATA, BUSINESS INTERRUPTION, COSTS OF SUBSTITUTE GOODS OR SERVICES, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE).

12.2 Liability Cap. EXCEPT FOR LICENSEE’S PAYMENT OBLIGATIONS, EITHER PARTY’S BREACH OF SECTION 5 (CONFIDENTIALITY), LICENSEE’S BREACH OF SECTION 3 (LICENSE RESTRICTIONS), AND EITHER PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, EACH PARTY’S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY LICENSEE TO LICENSOR UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 Essential Purpose. The limitations in this Section 11 form an essential basis of the bargain between the parties and shall apply notwithstanding any failure of essential purpose of any limited or exclusive remedy provided herein.

13. TERM AND TERMINATION

13.1 Term. This Agreement shall commence on the Effective Date and continue for the period specified in the applicable Order Form (the “Initial Term”), unless earlier terminated in accordance with this Section. The Agreement shall automatically renew for successive one-year periods (each a “Renewal Term”) unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.

13.2 Termination for Convenience. Either party may terminate this Agreement for convenience by providing at least thirty (30) days’ prior written notice to the other party, unless otherwise specified in the applicable Order Form.

13.3 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party:

- (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach;
- (b) becomes insolvent, admits in writing its inability to pay its debts as they become due, or files for bankruptcy, receivership, or similar legal process; or
- (c) ceases to carry on business in the ordinary course.

13.4 Suspension of Access. Without limiting its other rights or remedies, Licensor may suspend access to the Products or Services immediately upon written notice if:

- (a) Licensee is in material breach of this Agreement;
- (b) Licensee's payment is more than seven (7) days overdue; or
- (c) Licensor reasonably believes that Licensee's use poses a material risk to the security or integrity of the Products, the Licensor's systems, or those of any third party.

13.5 Effect of Termination. Upon expiration or termination of this Agreement for any reason:

- (a) all licenses granted hereunder shall immediately terminate;
- (b) Licensee shall cease all use of the Products and delete or destroy all copies of Software and Documentation in its possession or control;
- (c) each party shall return or delete any Confidential Information of the other party; and
- (d) any unpaid Fees accrued through the effective date of termination shall become immediately due and payable.

13.6 Survival. The following Sections shall survive any expiration or termination of this Agreement: 1 (Definitions), 4 (Ownership and Feedback), 5 (Confidentiality), 6 (Data Security and Processing), 8 (Fees and Payment), 9.3 (Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12.5–12.6 (Effect and Survival), and any other provision that by its nature is intended to survive.

14. EXPORT COMPLIANCE

14.1 Compliance Obligations. Licensee shall comply with all applicable export control, sanctions, and anti-boycott laws and regulations of the United States and any other relevant jurisdictions, including but not limited to the U.S. Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"). Without limiting the foregoing, Licensee shall not export, re-export, or transfer the Products or any technical data provided under this Agreement, or any derivatives thereof, in violation of such laws and regulations.

14.2 Prohibited Uses and Entities. Licensee represents and warrants that it is not:

- (a) located in, under the control of, or a national or resident of any country subject to U.S. government embargo or sanctions;
- (b) listed on any U.S. government denied-party list, including the Specially Designated Nationals List, the Entity List, or the Denied Persons List; or
- (c) using the Products for any prohibited end use, including in connection with the development or production of nuclear, chemical, or biological weapons or missile technology, without prior written authorization from the applicable governmental authority.

14.3 Licensor Reliance. Licensee acknowledges that Licensor is relying upon the accuracy of the representations in this Section 13 in its provision of the Products and Services, and Licensee shall indemnify Licensor for any liability arising from a breach of this Section.

15. U.S. GOVERNMENT RIGHTS

15.1 Commercial Software. The Products, Software, and Documentation provided under this Agreement are “commercial items,” “commercial computer software,” and “commercial computer software documentation” as those terms are used in FAR 2.101 and FAR 12.212 and are developed exclusively at private expense.

15.2 Restricted Rights. If Licensee is a U.S. Government entity or is using the Products on behalf of a U.S. Government entity, then the Products are provided with only those rights as are expressly set forth in this Agreement and no other rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in this Agreement and in FAR 52.227-19 or DFARS 227.7202-3, as applicable.

15.3 No Additional Rights. Nothing in this Agreement grants the U.S. Government or any contractor acting on its behalf additional rights beyond those specifically granted to all other Licensees under this Agreement.

16. AUDIT RIGHTS

16.1 Right to Audit. Licensor, or its designated independent auditor subject to confidentiality obligations, shall have the right to audit Licensee’s use of the Products no more than once per twelve (12) month period, upon at least ten (10) business days’ prior written notice. Such audit shall be conducted during Licensee’s normal business hours and in a manner that does not unreasonably interfere with Licensee’s business operations.

16.2 Scope and Access. Licensee shall cooperate in good faith and provide reasonable access to relevant records, systems, and personnel as necessary to verify Licensee’s compliance with the terms of this Agreement, including but not limited to the scope of use, number of Authorized Users, deployment locations, and usage restrictions.

16.3 Audit Findings and Remedies. If an audit reveals that Licensee has exceeded the scope of any license or is otherwise non-compliant with the terms of this Agreement, Licensor may invoice Licensee for all unpaid Fees corresponding to such overuse, based on Licensor’s then-current price list. All such Fees shall be payable within thirty (30) days of the audit findings. If the underpayment exceeds five percent (5%) of the total amounts paid by Licensee for the audited period, Licensee shall also reimburse Licensor for all reasonable costs of the audit.

16.4 Confidentiality. Any information disclosed or collected in connection with an audit shall be deemed Confidential Information of Licensee, subject to Section 5 of this Agreement.

Licensor shall not use such information except as necessary to enforce its rights under this Agreement.

16.5 No Waiver. Licensor's decision not to conduct or enforce an audit in any given period shall not be deemed a waiver of its rights to conduct future audits or enforce any remedies available under this Agreement or at law.

17. FORCE MAJEURE

17.1 Definition. Except for payment obligations, neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, labor disputes, utility failures, civil unrest, embargoes, denial-of-service attacks, cyber intrusions, or failures of third-party internet service or cloud hosting providers (each a "Force Majeure Event").

17.2 Notification and Mitigation. The affected party shall provide prompt written notice to the other party upon becoming aware of a Force Majeure Event and shall use commercially reasonable efforts to mitigate the effects and resume performance as soon as practicable.

17.3 Termination Right. If a Force Majeure Event prevents either party's performance under this Agreement for more than thirty (30) consecutive days, the non-affected party may terminate the affected portion of this Agreement upon written notice, without liability (other than for payment of amounts accrued prior to termination). Notwithstanding the foregoing, the Licensor may elect, in its sole discretion, to extend the affected portion of this Agreement upon mutual written agreement of the parties. For clarity, the existence of ongoing discussions, negotiations, or efforts to resolve the Force Majeure Event shall not, by themselves, delay or invalidate any termination effected in accordance with this Section.

18. ASSIGNMENT

18.1 Restrictions on Assignment. Licensee may not assign, delegate, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of Licensor, except as set forth in Section 17.2. Any attempted assignment in violation of this Section shall be null and void.

18.2 Permitted Assignments. Either party may assign this Agreement, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity, provided that:

- (a) the assignee agrees in writing to be bound by all terms of this Agreement; and

(b) the assigning party provides the other party with written notice of such assignment within ten (10) days after consummation.

18.3 Change of Control. Any change of control of Licensee that results in Licensee becoming a direct competitor of Licensor shall entitle Licensor, at its sole discretion, to terminate this Agreement immediately upon written notice, without liability other than for prepaid Fees attributable to post-termination periods.

18.4 Binding Effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

19. ENTIRE AGREEMENT; AMENDMENTS

19.1 Entire Agreement. This Agreement (including any referenced Order Forms, exhibits, and addenda) constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral.

19.2 Amendments. Any modification or amendment to this Agreement must be in writing and signed by both parties. No terms in any purchase order or similar document issued by Licensee shall modify this Agreement, and any such terms are rejected.

20. SEVERABILITY

20.1 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

20.2 Substitution. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the original intent of the parties.

21. GOVERNING LAW AND VENUE

21.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law rules or the United Nations Convention on Contracts for the International Sale of Goods.

21.2 Venue. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in Clark County, Nevada. Each party consents to personal jurisdiction and venue in such courts.