

SOFTWARE AND SERVICES AGREEMENT

IMPORTANT NOTICE: This Software License Agreement (“Agreement”) is a binding legal contract between you (either an individual or a legal entity) (“you”) and Ad Astra Integrity Measurement Systems, Inc. d/b/a Invary (“Invary,” “we,” or “us”). By downloading, installing, accessing, or using the accompanying Software (as defined below) or by using the Services (as defined below, and collectively with the Software, the “Service Offering”), you will be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, Invary is not willing to grant you any right to use or access the Service Offering. In such event, you may not download, install, access, use, or copy the Service Offering. You represent that you are lawfully able to enter into contracts and are of the legal age of majority in the jurisdiction in which you reside. In addition, if this agreement is being agreed to by a company or other legal entity, then the person agreeing to this agreement on behalf of that company or entity represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this agreement. You should print and retain a copy of this agreement for your records.

1. **Grant of License.** During the term of this Agreement, Invary grants you a revocable, perpetual, non-transferable, non-sublicensable, personal, nonexclusive license to use the object code version of the software, any updates or bug fixes (“**Software**”), and any accompanying documentation for your internal use only solely in connection with the Invary Runtime Integrity Service (the “**Services**”). The Service Offering is licensed, not sold. Except for the limited license granted above, Invary and its licensors retain all right, title, and interest in the Service Offering, all copies thereof, and all proprietary rights in the Service Offering, including copyrights, patents, trademarks, and trade secret rights, and all improvements, enhancements, modifications, and derivative works thereof, and all related intellectual property rights. As between you and us, you retain all right, title, and interest in and to your content (any content uploaded by you or any user into the Service Offering for processing, storage, or hosting or provided to Invary as part of a support request, excluding any third-party content and any account information provided to us provide to us in connection with creation or administration of your account) and all intellectual property rights in your content.

2. **Restrictions.** The license granted to you in this Agreement is restricted as follows:

- a) **Limitations on Copying and Distribution.** You may not copy or distribute the Software except to the extent that copying is necessary to use the Service Offering for purposes set forth herein.
- b) **Limitations on Reverse Engineering and Modification.** Except to the extent expressly permitted by applicable law and only after consultation with Invary, you may not reverse engineer, decompile, disassemble, modify, or create works derivative of the Service Offering.
- c) **Sublicense, Rental, and Third Party Use.** You may not assign, sublicense, rent, timeshare, loan, lease, or otherwise transfer the Service Offering or this Agreement, or directly or indirectly permit any third party to use or copy the Service Offering.
- d) **Proprietary Notices.** You may not remove any proprietary notices (e.g., copyright and trademark notices) from the Service Offering or any accompanying documentation. You must reproduce the copyright and all other proprietary notices displayed on the Service Offering and documentation on each permitted backup or archival copy.
- e) **Use in Accordance with Documentation.** All use of the Service Offering shall be in accordance with its then-current documentation, including, you may not use the Service Offering in a way that could harm or impair the Service Offering or anyone else’s use of it, in a way intended to work around the Service Offering’s technical limitations, recurring fees calculation, or usage limits, or for high risk activities.
- f) **Limitations on Uploading.** You may not upload into the Service Offering any content that: (i) may create a risk of harm or loss or damage to any person or property; (ii) may constitute or contribute to a crime or a tort; (iii) includes any data that is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (iv) contains any data that you do not have a right to upload into the Service Offering; (v) constitutes information governed by HIPAA unless you have entered into a Business Associate Agreement with Invary; or (vi) is otherwise prohibited as specified in the Agreement.
- g) **Compliance with Applicable Law.** You will be solely responsible for ensuring your use of the Service Offering is in compliance with all applicable foreign, federal, state, and local laws, rules, and regulations. You may not use the Service Offering to distribute spam or malware.

3. **Evaluation Service Offering.** If you are provided access to a Service Offering or to features or functionality of the Service Offering free of charge, for evaluation, trial, proof of concept, or similar purposes (an “**Evaluation Service**”), you must use the Evaluation Service appropriately in good faith for its intended purpose. Your use of the Evaluation Service is only permitted for 30 days (unless we specify otherwise). Use of the Evaluation Service with production data is at your own risk. Unless we agree, you will not have access to the Evaluation Service or to any data in the Evaluation Service after your authorized use period ends. The Evaluation Service is provided “AS IS” without indemnification, support, service level commitment, or warranty of any kind, express or implied. Our aggregate liability (excluding indirect damages, for which we expressly disclaim all liability) for any claim arising from your use of the Evaluation Service will not exceed \$1,000 USD (or the equivalent in local currency).

4. **Orders; Fees; Taxes.**

- a) **Orders.** You must (i) set up an authorized account, (ii) provide us with all information we need to process your order and provision

the Service Offering for you, and (iii) keep your registration information accurate and complete during the term of the Agreement. All Orders are non-refundable and non-cancellable except as expressly provided in the Agreement.

- b) **Fees.** You must pay all charges you incur for your use of the Service Offering, which may include a committed amount, charges for add-on features, and charges you incur based on actual usage of the Service Offering. We may bill you directly for any additional charges (which may include metered or “overage” charges), even if you purchase your entitlement to the Service Offering through an Inventory reseller. Unless agreed to in order, (i) charges you incur for using the Service Offering will be governed by the applicable price list at the time of invoicing, and (ii) all undisputed charges are due no later than 30 days after the date of invoice. If you, in good faith, dispute any charges, you must provide Inventory with written notice of that dispute within 30 days of the date of the applicable invoice. The notice must specify the basis of your dispute. We will negotiate with you in good faith to resolve the dispute as soon as reasonably practicable. We will not suspend or terminate your access to the Service Offering because of any unpaid disputed charges while you and we are negotiating in good faith to resolve that dispute. If you pay for a Service Offering through a credit card, you will be subject to any additional terms presented to you by our third-party credit card payment processor, which will be the merchant of record for that transaction.
- c) **Taxes.** Service Offering fees are exclusive of sales, VAT (value-added tax), GST (goods and services tax), use, gross receipts, business and occupation, and other taxes (other than taxes on our income), export and import fees, customs duties, and similar charges imposed by any government or other authority (“**Taxes**”). You must pay or reimburse us for all Taxes arising out of the transactions contemplated by the Agreement. If you are required to withhold any Tax from your payment to us, you must gross up your payment so that we receive all sums due in full and free of any deductions. If you are required to pay any Taxes to a taxing authority, you must also provide documentation to us showing that you paid those Taxes. Your contact information provided for the Service Offering or your payment method will be deemed the place of supply for Tax purposes.

5. Third Party Software. To the extent any software licensed from third parties, including open source software, (collectively, “**Third Party Software**”) is provided with or incorporated into the Service Offering, you will comply with the terms and conditions of the applicable third party licenses associated with the Third Party Software, in addition to the terms and restrictions contained in this Agreement. All relevant licenses for the Third Party Software are available upon request. Your use of the Service Offering shall be deemed your acceptance of the third party licenses. Inventory shall use reasonable efforts to support the Third Party Software to the same extent as the Service Offering. INVENTORY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE. ALL THIRD PARTY SOFTWARE IS PROVIDED “AS-IS,” WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT WILL INVENTORY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY SOFTWARE, EVEN IF INVENTORY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

6. Term; Suspension; Termination.

- a) **Term.** Unless provided otherwise in an accompanying order document, this Agreement will commence on the earlier of the date you first download, install, access, or use the Service Offering (the “**Effective Date**”) and continue in effect until it is terminated by either party, at any time, upon written notice to the other party or by deleting the Service Offering (the “**Term**”). You have the right to use the Service Offering during the applicable subscription term as set forth in your applicable ordering document. You are not obligated to use the Service Offering, and you may stop using the Service Offering at any time, but you will remain liable for all fees and charges otherwise due during the subscription term as indicated on your order, whether or not you use the Service Offering. Upon termination of the applicable order, or this Agreement, the license granted in Section 1 will automatically terminate and you will have no further right to possess or use the Service Offering.
- b) **Suspension.** We may suspend your use of any Service Offering if we believe that your use of the Service Offering poses a security risk to the Service Offering or to other users of the Service Offering, or if we suspect fraud or abuse related to the Service Offering. We will give you notice before suspending your use of the Service Offering if permitted by law or unless we reasonably determine that providing notice presents a risk of harm to the Service Offering, to other users of the Service Offering, or to any person or property, in which case we will notify you as soon as feasible or permitted. We will promptly reinstate your access to the Service Offering once the issue causing the suspension has been resolved.
- c) **Termination.** Either party may terminate the Agreement with respect to the applicable Service Offering effective immediately upon written notice to the other party if that party: (i) commits a breach of the Agreement and fails to cure within thirty (30) days of written notice of the breach; (ii) commits a material breach of the Agreement that cannot be cured; or (iii) to comply with applicable law. If you terminate the Agreement pursuant to this Section 6c), we will refund any applicable prepaid Service Offering fees prorated as of the effective termination date. If Inventory terminates pursuant to this Section 6c), you will be liable for all fees due with respect to the applicable Service Offering for the remainder of the then-current subscription term as indicated on your order. Either party may also terminate the Agreement effective immediately upon sending the other party written notice if that party: (xi) becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (xii) becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding; or (xiii) terminates or suspends its business.
- d) **Effect of Termination.** Upon termination of your entitlement to the Service Offering for any reason you must stop using the

Service Offering. Invary will delete and remove your content remaining in the Service Offering within thirty (30) days of the effective date of termination. You are responsible for ensuring that you have necessary copies of your content prior to the effective termination date. The following provisions shall survive any termination or expiration of this Agreement: Sections 2 (Restrictions), 5 (Third Party Software), 6d) (Effect of Termination), 10b) (Your Warranty), 10c) (Disclaimer), 11 (Indemnification), 12 (Limitation of Liability), 13 (Confidentiality), 14 (Feedback), 16 (Notices), 17 (Governing Law), 19 (General), 20 (Export), and 21 (U.S. Government Rights). Except to the extent you are permitted to terminate pursuant to Sections 6c) or 15, or Invary is permitted to terminate the Agreement pursuant to Sections 6c) or 11a), termination of your entitlement to the Service Offering will not entitle you to any refunds or credits, and you will be liable for all fees and charges incurred as of the effective termination date.

7. **Services.** The Service Offering uses your data and that of others for the benefit of all customers, to help you and others protect themselves against suspicious and potentially destructive activities. The Service Offering is designed to detect, prevent, respond to, and determine system integrity by collecting and analyzing Service Data, which includes machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. You, rather than Invary, determine which types of data, whether personal data or not, exist on its systems. Accordingly, your endpoint environment is unique in configurations and naming conventions, and the machine event data could potentially include personal data. Invary uses the data to: (a) analyze, characterize, attribute, warn of, and/or respond to threats against you and other customers, (b) analyze trends and performance, (c) improve the functionality of, and develop, Invary's products and services, and enhance cybersecurity; and (d) permit you to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify you or your personal data to other customers.

8. **Support.** During the Term, subject to you providing prompt notice of any non-conformity of the Service Offering, Invary shall: (a) correct any failure of the Service Offering to perform in accordance with the requirements of this Agreement and the applicable Service Offering documentation and provide such services and repairs required to maintain the Service Offering so that it operates properly and in accordance with the requirements of this Agreement and the applicable Service Offering documentation; (b) provide email support relating to use and operation of the Service Offering and error resolution 9 am – 5 pm Central Time, Monday through Friday, excluding holidays; and (c) shall provide you with releases, updates, enhancements of the Service Offering at no additional charge. Support does not apply to any Service Offering that has been: (y) modified by any party other than Invary; or (z) improperly installed or used in a manner other than as authorized under the Agreement.

9. **Availability.** The Service Offering will be available for access and use by you an average of at least ninety-nine percent (99%) of the time during each month of the Term (the “**Availability Requirement**”), excluding any period of Permitted Unavailability (as defined below). “**Permitted Unavailability**” includes Planned Outages (as defined below) and any unavailability due to causes beyond the reasonable control of Invary, including, without limitation: any force majeure event; software, hardware, or telecommunication failures; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; failures or default of third party software, vendors, or products; unavailability resulting from the actions or inactions of you or a failure of your communications link or systems; and unavailability resulting from third party attacks. “**Planned Outages**” means the period of time during which Invary conducts standard systems maintenance. Invary shall use reasonable efforts to schedule Planned Outages during off-hours. In the event Invary fails to achieve the Availability Requirement, Invary shall use commercially reasonable efforts to correct such loss or interruption as promptly as practicable. If Invary fails to achieve the Availability Requirement in two consecutive months during the Term, you may terminate the applicable order without further obligation and receive a prorated refund of any pre-paid, unused recurring fees. Such refund shall constitute your sole and exclusive remedy and our sole and exclusive liability for failure to achieve the Availability Requirement.

10. **Limited Warranty; Disclaimer.**

- a) **Limited Warranty.** We warrant that, during the Term, the Service Offering will perform in accordance with the applicable documentation, provided that the Service Offering is used in accordance with the Agreement. If Invary fails to meet this limited warranty, your sole and exclusive remedy and Invary's entire liability for any breach of the foregoing warranty, Invary will (a) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Service Offering or, if Invary is unable to do so, (b) terminate this Agreement or the applicable order and return the Subscription Fees paid to Invary or reseller for such allegedly defective Service Offering for the period commencing from your notice of nonconformity through the remainder of the then-current applicable Term.
- b) **Your Warranty.** You represent and warrant that: (a) you own or have a right of use from all third parties, and control, directly or indirectly, all of the software, hardware and computer systems (collectively, “**Systems**”) where the Service Offering may be installed or that will be the subject of, or investigated as part of the Services, (b) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) you have authorized Invary to access the Systems and process and transmit data via or as part of the Services in accordance with this Agreement and as necessary to provide and perform the Services, (c) you have a lawful basis in having Invary investigate the Systems, process your data, including any personal data; (d) that you are and will at all relevant times remain duly and effectively authorized to instruct Invary to carry out the Services, and (e) you have made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of your data and any personal data from you to Invary.

- c) **Disclaimer.** Your use of the Service Offering will not and does not create any obligation for Invary to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature, product, Software, or Service. You agree that your use is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Invary regarding future functionality or features. YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT INVARY DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ANY OR ALL SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR GUARANTEE A FINDING OF SYSTEM INTEGRITY AND YOU WILL NOT HOLD INVARY RESPONSIBLE THEREFOR. EXCEPT AS PROVIDED IN THIS SECTION, THE SOFTWARE AND SERVICES ARE PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INVARY AND ITS SUPPLIERS AND VENDORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, SERVICES, AND OTHER SERVICES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. INVARY DOES NOT WARRANT THAT THE SOFTWARE, SERVICES, OR OTHER SERVICES HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INVARY OR ANY OF ITS PERSONNEL OR AGENTS SHALL CREATE ANY ADDITIONAL INVARY WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF INVARY’S OBLIGATIONS HEREUNDER. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO ENSURE SAFE INSTALLATION AND USE OF THE SOFTWARE AND SERVICES.

11. Indemnification.

- a) **Invary Indemnity.** Invary will: (i) defend you against any claim by a third party that the Service Offering infringes any patent, trademark, or copyright of that third party, or misappropriates a trade secret of that third party (but only to the extent that the misappropriation is not a result of your actions), under the laws of the Territory in which you are authorized to use the Service Offering; and (ii) indemnify you from all fines, damages, and costs finally awarded against you by a court of competent jurisdiction or a government agency, or agreed to in a settlement, with regard to any such infringement claim. If the Service Offering becomes or in our opinion is likely to become the subject of an infringement claim we will, at our option and expense, either (xi) procure the rights necessary for you to keep using the Service Offering, or (xii) modify or replace the Service Offering to make it non-infringing without materially reducing its functionality. If (xi) or (xii) are not commercially feasible, we may terminate your entitlement to the Service Offering and refund any prepaid fees prorated for the remaining portion of the then-current Term. We will have no obligation to you with respect to any infringement claim based on: (xxi) combination of the Service Offering with non-Invary products or content, including any of your content and/or any third-party content; (xxii) use of the Service Offering for a purpose or in a manner in violation of the Agreement; (xxiii) any modification to the Service Offering not authorized by us; (xxiv) any claim that relates to open source software or freeware technology or any derivative or other adaptation thereof that is not part of the Service Offering; or (xxv) any Service Offering provided on a no-charge basis. This Section 11a) states your sole and exclusive remedy and our entire liability for any infringement claims.
- b) **Your Indemnity.** You will (i) defend us against any third-party claim, and (ii) indemnify Invary from all fines, damages, and other costs finally awarded against Invary by a court of competent jurisdiction or a government agency, or agreed to in a settlement, with respect to a third-party claim.
- c) **Indemnification Requirements.** The indemnity obligations in this Section 11 are applicable only if the indemnified party: (i) provides the indemnifying party with notice of any third-party claim or infringement claim, as applicable, within a reasonable period after learning of the claim (provided that any delay in providing the notice will relieve the indemnifying party of its indemnification obligations only to the extent that the delay prejudices the indemnifying party); (ii) allows the indemnifying party sole control over the defense of the claim; and (iii) reasonably cooperates in response to the indemnifying party’s requests for assistance with regard to the claim. The indemnifying party will not, without the indemnified party’s prior written consent, which will not be unreasonably withheld, conditioned, or delayed, enter into any settlement of any claim that obligates the indemnified party to admit any liability, to pay any unreimbursed amounts to the claimant or, with respect to a third-party claim, that would affect any Service Offering or our business practices or policies.

12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL INVARY BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERING FOR ANY REASON INCLUDING POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS, LOSS OF YOUR CONTENT, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OFFERING, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE FOREGOING LIMITATION MAY NOT APPLY. INVARY’S LIABILITY

FOR ANY CLAIM UNDER THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE FOR YOUR USE OF THE PARTICULAR SERVICE OFFERING GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION 12 WILL NOT APPLY TO (a) INVARY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11a), OR (b) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

13. Confidentiality. The parties agree to hold each other's Confidential Information in strict confidence and not to make each other's Confidential Information available in any form to any third party (other than their authorized agents) or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information of the other party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. "**Confidential Information**" shall mean, with respect to a party hereto, all information or material which (a) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (b) from all the relevant circumstances should reasonably be assumed to be confidential. Invary's Confidential Information includes, but is not limited to, the Service Offering and all related documentation. Each party's Confidential Information shall remain the sole and exclusive property of that party. Neither party shall have any obligation with respect to confidential information which: (m) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (n) was previously known to the receiving party or rightly received by the receiving party from a third party; or (o) is independently developed by the receiving party. Confidential Information does not include: (y) machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, or (z) any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith, that for each of (y) and (z): (i) you provide to Invary in connection with this Agreement, or (ii) is collected or discovered while using the Service Offering, excluding any such information or data that identifies you or to the extent it includes personal data (collectively "**Service Data**"). You may not use any Confidential Information or data disclosed by Invary in connection with this Agreement to contest the validity of any Invary intellectual property, including the Service Offering. Any such use of Invary's Confidential Information and data shall constitute a material, non-curable breach of this Agreement.

14. Feedback. You may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to Invary with respect to its products and services, including the Service Offering. Feedback is voluntary, and Invary is not required to hold it in confidence. Invary may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant Invary an irrevocable, non-exclusive, perpetual, worldwide, royalty-free license to use the Feedback in connection with Invary's business, including enhancement of the Service Offering, and the provision of products and services to Invary's customers.

15. Modifications; Service Offering Availability. We may from time to time make commercially reasonable modifications to the Service Offering, including any Service Offering documentation. Any changes will become effective on the date published or as otherwise noted in any Invary notification. Invary may also elect to cease providing a Service Offering, in which case Invary will provide written notice thereof. If we deprecate any material feature or functionality of a Service Offering or make a change that has a material, detrimental impact on your use of the Service Offering, we will notify you prior to the effective date of that change. If you elect to terminate your entitlement to the Service Offering because of the material, detrimental change, you must notify us no later than 30 days after our notice date. Your notice must state the effective termination date, which must not be more than 90 days after the date of your notice, unless you and we agree to a longer period. You will be responsible for all fees incurred prior to the effective termination date or end of availability. We will refund any prepaid fees prorated as of the effective termination date, as your sole and exclusive remedy under this Section 15.

16. Notices. We will give you notice: (a) by email to the email address associated with your account, or (b) via first class mail, postage prepaid, or by recognized commercial courier to the physical address you have provided to us, or (c) by posting on the Invary customer portal. Notices to Invary are to be directed to: Ad Astra Integrity Measurement Systems, Inc., 2029 Becker Dr., Lawrence, KS 66047, United States of America, Attention: Legal Department with a copy to legal@invary.com.

17. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Kansas, as applied to agreements entered into and wholly performed within the State of Kansas between Kansas residents. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in the City of Lawrence, County of Douglas, Kansas, and the parties submit to the *in personam* jurisdiction of such courts for purposes of any action or proceeding.

18. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under the Agreement, except for your payment obligations, due to any cause beyond the party's reasonable control, which may include labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other acts of nature, global pandemic, embargoes, riots, acts or orders of government, acts of terrorism, or war.

19. General. This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by authorized representatives of both parties. If any provision of this Agreement is found invalid

or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by Invary to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. Invary may assign any of its rights or obligations hereunder as it deems appropriate. The section headings in this Agreement are for convenience and are not for use in interpreting the terms set forth herein. As used in this Agreement, the word “including” means “including but not limited to.” Other than as expressly provided in the Agreement, the Agreement does not create any rights for any person who is not a party to it, and only persons who are parties to the Agreement may enforce any of its terms or rely on any exclusion or limitation contained in the Agreement. We and you are independent contracting parties, and the Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship between us. Neither you nor Invary, nor any of our respective affiliates, officers, directors, or employees, is an agent of the other for any purpose, nor has the authority to bind the other. The terms of the Agreement will supersede any conflicting or additional terms and conditions of any purchase order or other purchasing-related document issued by you relating to any order for the Service Offering. If there is a conflict between the terms of this Agreement and the Service Offering documentation, then the Service Offering Documentation will control. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**

20. **Export.** You acknowledge the Service Offering is subject to the U.S. Export Administration Regulations (including “deemed export” and “deemed re-export” regulations), and may be subject to the export control laws of any other applicable country. You represent and warrant that: (a) you, and any user, are not, and are not acting on behalf of, (i) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; or (ii) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar designated persons list published for the jurisdiction in which the applicable data center is located; (b) you, and any user, will not permit the Service Offering to be used for any purposes prohibited by law, including any prohibited development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons; (c) your content will not be classified or listed on the United States Munitions list or similar list published for the jurisdiction in which the applicable data center is located, or contain defense articles, defense services, or ITAR-related data; (d) your content will not require an export license or is restricted under applicable export control laws from export to any country where Invary or Invary’s service providers maintain facilities or personnel; and (e) you, and any user, are not subject, either directly or indirectly, to any order issued by any agency of the United States government revoking or denying, in whole or in part, your United States export privileges. You must notify Invary promptly if you or any user becomes subject to any order of that type. You will defend, indemnify, and hold harmless Invary from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys’ fees and expenses) arising out of any claim the Service Offering was exported or otherwise shipped or transported in violation of applicable laws, rules and regulations.

21. **U.S. Government Rights.** The Software is commercial computer software as described in DFARS 252.227-7014(a)(1) and FAR 2.101. If acquired by or on behalf of any the Department of Defense or any component thereof, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in FAR 12.212, Computer Software.