

web10 inc. Customer Agreement

By agreeing to an Order Form that references this Customer Agreement (this “**Agreement**”), or by downloading our Software for a free trial, you agree to this Agreement. If you represent an organization, you represent and warrant that you have the authority to agree to this Agreement on behalf of your organization.

1. **Definitions.** The following terms have the following meanings:

“**Affiliate**” means an organization that controls, is controlled by, or is under common control with, a party, where “control” means direct or indirect ownership of more than 50% of the voting interests of the organization.

“**Confidential Information**” means information a party designates as confidential or reasonably considers as confidential, and includes pricing information on an Order Form. “Confidential Information” excludes information that is (a) or becomes publicly available through no fault of the recipient, (b) received from a third party without a duty of confidentiality, (c) independently developed by the receiving party without breaching this Agreement; or (d) rightfully known or lawfully in the possession of the receiving party prior to disclosure from the other party.

“**Customer**,” “**you**” and “**your**” means the organization that agrees to an Order Form or downloads the Software for a free trial.

“**Deliverable**” means a work provided to you as a part of the Consulting Services, including any report.

“Documentation” means the instructions, specifications and information regarding the Software available at <https://docs.web10.app/>.

“**web10 inc.**,” “**we**,” “**our**” and “**us**” means the web10 inc. company that agrees to an Order Form.

“**Order Form**” means a paper document / documents or an online ordering webpage for Subscriptions paid for by the customer.

“**Server**” means a computer running single instances of each distinct microservice of the agreed upon software. The computer can be: (a) a physical machine, dedicated server or server blade that stores data; or (b) an instance that stores data in a public or private cloud, where “cloud” includes any type of virtualized or containerized environment (e.g., simple operating systems, virtual machines, CGroups).

“**Software**” means the web10 software [at <https://github.com/jacoby149/web10>] and any other software included with a Subscription, including any generally available

updates to such software, but excluding open source software components, each of which has its copyright notice and license included in the license file and Documentation.

“Subscription” means a subscription for our Software and Support, set forth in an Order Form.

“Support” means support, if any, included in a Subscription.

2. Subscriptions.

(a) **Generally.** We will provide you with the Software and Support included in the Subscription. Your Affiliates may purchase Subscriptions directly from us and you may allow an Affiliate to use your Subscriptions as long as you are responsible for the Affiliate’s compliance with this Agreement.

(b) **Free Evaluation and Development.** web10 inc. grants you a royalty-free, nontransferable and nonexclusive license to use and reproduce the Software in your internal environment for evaluation and development purposes. We provide the free evaluation and development license of our Software on an “AS-IS” basis without any warranty.

(c) **Standard web10 License Subscription.** web10 inc. grants you a nontransferable and nonexclusive license during the term of the Subscription to use and reproduce the Software in your internal environment for the purposes and on the number of Servers stated on the Order Form. You will cover each Server used by an application with a Standard web10 License Subscription.

3. **Your Responsibilities.** As a condition to your use of the Software, you will not, and will not allow any third party to: (a) decompile, disassemble, translate, reverse engineer or attempt to derive source code from any portion of the Software; (b) sell, sublicense, rent, lease, distribute, market, or commercialize the Software, your Subscription or any Deliverables, provided that you may use the Software in connection with an application available to your end customers as long as they cannot access the Software directly; (c) directly or indirectly circumvent or violate the technical restrictions of the Software; (d) remove any identification, proprietary, copyright or other notices in the Software, Documentation or Deliverables; (e) modify or create a derivative work of any portion of the Software; (f) publicly disseminate performance information about, or analysis of, the Software, including benchmarking test results, or your Subscription; (g) use the Software on more Servers than licensed on an Order Form; (h) use Support or web10 inc. software in connection with any application that is not covered by a Standard web10 License Subscription; or (i) access or use the Software in a way intended to avoid incurring fees or exceeding usage limits or quotas. You will comply with applicable laws in connection with your use of Software, Deliverables and your

Subscriptions, including any applicable U.S. export regulations and anti-corruption laws.

4. Payment and Taxes. You will pay undisputed fees and reimburse any business expenses as set forth on and in accordance with an Order Form. Your payment for Subscriptions is non-refundable and you may not terminate or cancel an Order Form except as stated in this Agreement. Our fees exclude and you will pay applicable taxes and similar charges, including sales, usage, excise and value added taxes. Nothing in this Agreement requires either party to pay any income taxes or similar charges of the other party. If applicable law requires you to withhold any amount from your payment, you will provide us with copies of documents related to your withholding upon our request.

5. Confidentiality. The receiving party will use the disclosing party's Confidential Information only in connection with this Agreement and protect the disclosing party's Confidential Information by using the same degree of care used to protect its own confidential information, but not less than a reasonable degree of care. The receiving party will limit disclosure of the disclosing party's Confidential Information to its and its Affiliates' directors, officers, employees and contractors bound to confidentiality obligations at least as protective as the confidentiality provisions in this Agreement and who have a need to know the Confidential Information. The receiving party will not disclose the disclosing party's Confidential Information to any other third party without the disclosing party's consent. The receiving party may disclose Confidential Information where required by law pursuant to a compulsory governmental process, provided that the receiving party, if legally permitted, promptly notifies the disclosing party, so that the disclosing party may seek a protective order or other appropriate remedy. Each party will return or destroy the other party's Confidential Information upon written request from the other party.

6. Intellectual Property. This Agreement does not transfer any right, title or interest in any intellectual property to any party, except as expressly set forth in this Agreement. You are not obligated to provide us with any suggestions or other feedback, but if you do, we may use and modify this feedback without any restriction or payment.

7. Warranties. web10 inc. represents and warrants that: (a) the Software will perform substantially in accordance with the Documentation, and (b) it will perform Consulting Services and Support in a diligent and workmanlike manner consistent with industry standards. Your exclusive remedy for web10 inc. material breach of warranty is to terminate any affected Subscription in accordance with Section 8 and receive a refund of any prepaid fees for unused Subscriptions. Except as set forth in this Section, we provide the Software, Consulting Services and Support on an "AS-IS" basis. To the fullest extent not prohibited by law, web10 inc. disclaims and this Agreement excludes

any implied or statutory warranty, including any warranty of title, non-infringement, merchantability or fitness for a particular purpose.

8. Term and Termination. The term of this Agreement commences when you agree to an Order Form, or you download our Software for a free trial, and will remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement for convenience immediately upon notice if all Order Forms under this Agreement have expired or been terminated. Neither party may terminate an Order Form for convenience. If a party fails to cure a material breach of this Agreement within 30 days after receipt of written notice of the breach, the other party may terminate this Agreement and any affected Order Form. Upon termination of an Order Form or this Agreement, you will remove the Software from all Servers covered by the terminated Subscriptions. Provisions intended by their nature to survive termination of this Agreement survive termination. During the term of this Agreement and one year following termination, we may inspect your records relating to your use of the Software or Consulting Services for the purposes of verifying compliance with this Agreement.

9. General. Notices under this Agreement will be in writing / electronic mail and effective on the delivery date. Delaware law governs this Agreement, excluding any applicable conflict of laws rules or principles, and the parties agree to the exclusive jurisdiction of the courts in Dover, Delaware. This Agreement does not create a partnership, agency relationship, or joint venture between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Unless you tell us otherwise in writing, we may refer to our relationship with you as a customer. Any assignment of this Agreement by you without our prior written consent will be null and void, except an assignment to an Affiliate or in connection with a merger or sale of all or substantially all of your assets or stock, provided that you may not transfer this Agreement to an Affiliate that is a competitor of ours without our prior written consent. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to effect the parties' intention and the remaining provisions will not be affected. The parties may amend this Agreement only by a written amendment signed by both parties. This Agreement incorporates any addenda or exhibits, and any Order Form, and comprises the parties' entire agreement relating to the subject matter of this Agreement. Neither party has entered into this Agreement in reliance on any representations or warranties other than those expressly set forth in this Agreement or in an applicable Order Form. If any conflict exists between the provisions in this Agreement and any Order Form, the Order Form controls, and if any conflict exists between this Agreement and any addenda, exhibit or other agreement, this Agreement controls. A purchase order is for convenience only and any terms that govern the purchase order are of no effect. Customer's purchase of any Subscription is not contingent on, and Customer has not relied on, the delivery of any future functionality, regardless of any communication about our products. Neither party will be liable for failures or delays in performance due to causes beyond its reasonable control.

<u>Customer</u> Organization: _____ Name : _____ Date : _____ Signature : _____	<u>web10 inc.</u> Name : _____ Date : _____ Signature: _____
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