



END USER LICENSE AGREEMENT

USE OF SOFTWARE PRODUCTS WHICH IS INCORPORATED BY REFERENCE IN THE STATEMENT OF WORK ("**SOW**"), IS PROVIDED ONLY UNDER THE TERMS SET FORTH IN THIS END USER LICENSE AGREEMENT ("**AGREEMENT**") BY CLOVERHOUND, INC. ("**CLOVERHOUND**"). BY LICENSING THE PRODUCTS, THE ENTITY EXECUTING THE STATEMENT OF WORK ("**LICENSEE**") ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. TO THE EXTENT THE TERMS OF THIS AGREEMENT ARE IN CONFLICT WITH THE SOW OR ANY AGREEMENT RELATED TO THE SOW, LICENSEE ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT SHALL CONTROL AS IT RELATES TO THE PRODUCTS. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE AND IS ENFORCEABLE AGAINST LICENSEE. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE LICENSEE MUST NOT INSTALL OR USE THE PRODUCTS. ALL CAPITALIZED TERMS NOT DEFINED HEREIN SHALL BE AS DEFINED IN SECTION 9 BELOW

1. LICENSE TERMS

1.1 Generally. Commencing from the date the SOW is executed and conditioned on the payment of all applicable fees for the use of the Products, Cloverhound grants to Licensee, for use only by the number of users which Licensee has paid a license fee and who secure from Licensee the right to utilize the Products pursuant to an assigned password ("**Authorized Users**"), a non-exclusive, non-transferable, non-assignable right for the length of time set forth in the SOW to use, execute and display the Products in accordance with the terms of this Agreement for Licensee's own internal business purposes. The term "**Products**" as used in this Agreement means any software, plug-ins, connectors or software as a service technology and any related user manual and documentation, the related interfaces, and any other services, updates, revisions, modifications, additions, translations, compilations of or to the foregoing.

1.2 Evaluation Use. The terms of this Section 1.2 are applicable to Licensee if Licensee has received the right to use the Products on an evaluation basis as referenced in the SOW. Subject to the terms of this Agreement, Cloverhound grants to Licensee a non-exclusive, non-transferable, license to use the evaluation version of the Products for Authorized Users solely for evaluation use for Licensee's internal business for the term set forth in the SOW (the "Evaluation Period") at which time this Evaluation License expires and Licensee must stop using the Products or pay Cloverhound for any use after this time.

1.3 Restrictions on Use. Licensee may not (a) reverse engineer, decompile, disassemble or otherwise attempt to determine source code or protocols from the Products; (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Products); (b) (b) modify, adapt, alter, translate, or create derivative works of the Products; (c) merge the Products with any other Products, except as set forth herein; (d) redistribute, lease, rent, resell, encumber, sell, transfer or sublicense the Products to any third party, or otherwise use it except as permitted in this Agreement; (e) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Products or in the output of the Products; (f) publish any results of benchmark tests run on the Product to a third party without Cloverhound's prior written consent; (g) use the Products in violation of any import, export, re-export or other applicable laws



Cloverhound

or regulations; (h) attempt to deactivate, bypass, or otherwise circumvent the license keys, remote monitoring, or other security measures for the Products. The terms of this Agreement govern the Products and any upgrades or modifications that replace and/or supplement the original Products, unless such upgrade or modification is accompanied by a separate license in which case the terms of that license will govern. All rights not specifically granted to Licensee herein are retained by Cloverhound.

1.4 Territory. The license grants hereunder are limited to use solely within the United States and Canada. Cloverhound may terminate the license granted herein if Cloverhound determines that Licensee is using the Products outside the Territory.

2. PAYMENT AND TERMS. Unless otherwise stated in this SOW or any other SOW, payments are due thirty (30) days from invoice date, unless such invoice is disputed. Dispute of an invoice must be communicated in writing to Cloverhound by Licensee within thirty (30) days of the invoice date. Once the dispute is resolved, Licensee must pay the invoice within thirty (30) days of acceptance of an undisputed invoice. If due to bank charges, transfer fees, or the like, Cloverhound should receive less than its invoice amount, Cloverhound will re-invoice Licensee for the shortfall. Should payment in full of any undisputed invoice (aside from such shortfalls) not be received by Cloverhound within sixty (60) days of invoice date, Cloverhound will impose a debt service charge amounting to one percent (1%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid sixty (60) days after invoice date, Cloverhound may discontinue, withhold, or suspend supply of Products to Licensee. Failure of Licensee's end users to pay in no way relieves the Licensee of its obligations to make full payment to Cloverhound. Licensee hereby agrees to pay any and all reasonable attorney fees, court costs, and related expenses incurred by Cloverhound in the collection of any amount due it.

3. DISCLAIMER OF WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY, CLOVERHOUND MAKES AND LICENSEE RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND CLOVERHOUND SPECIFICALLY DISCLAIMS WITH RESPECT TO THE PRODUCT, MAINTENANCE AND ANY OTHER PRODUCTS OR SERVICE DELIVERED HEREUNDER, ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CLOVERHOUND BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, CLOVERHOUND'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE LICENSE FEES LICENSEE PAID TO CLOVERHOUND (IF ANY) FOR THE PRODUCTS GIVING RISE TO SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, CLOVERHOUND IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH THE PRODUCT AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT OR ANY THIRD



Cloverhound

PARTY PRODUCTS. ANY DATA INCLUDED IN THE PRODUCTS UPON SHIPMENT FROM CLOVERHOUND IS FOR TESTING USE ONLY AND CLOVERHOUND HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING THEREFROM.

5. PROPRIETARY RIGHTS. Title, ownership rights, and intellectual property rights in and pertaining to the Products shall remain in Cloverhound and/or its suppliers, at all times. All the rights not expressly granted to Licensee herein are reserved to Cloverhound. Except as otherwise set forth under this Agreement, any other use of the Products by any person or entity of any kind is strictly forbidden and is a violation of this Agreement. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Cloverhound and/or its suppliers' ownership of or rights with respect to the Products. The Products are protected by copyright and other intellectual property laws and by international treaties. Licensee agrees, at its expense, to defend, indemnify and hold Cloverhound and its affiliates harmless from any and all costs, damages and reasonable attorneys' fees resulting from any claim arising from Licensee's use of the Products, including if such Products has injured or otherwise violated any right of any third party or violates any law.

6. CONFIDENTIALITY. Each party acknowledges that by reason of its relationship with the other party hereunder, it may have access to certain information and materials relating to the other party's business, suppliers, end-users, personnel, technology, and marketing strategies that is confidential and of substantial value to such party, and the Products and documentation comprise confidential and proprietary information of Cloverhound and constitute valuable trade secrets (collectively, "Confidential Information"). Each party agrees that it will not disclose to any third party, or use, directly or indirectly, in any way for its own benefit (other than to perform under this SOW) or for the benefit of any third party, any Confidential Information. Each party further agrees that it will return to the other party or destroy all copies of Confidential Information under its custody or control upon request by such party or termination of this SOW. Licensee agrees to maintain the Products, and all related information and materials of Cloverhound in the strictest confidence, with the same degree of care that Licensee use for Licensee's own confidential and proprietary information, but in any event with no less than a reasonable degree of care. The provisions of this section shall survive the termination of the SOW. Confidential Information shall not include, and in no event will either party be prohibited from using or disclosing information (including ideas, concepts, know-how, techniques, and methodologies) (a) previously known to it without obligation of confidence, (b) independently developed by it, (c) acquired by it from a third party which is not under an obligation of confidence with respect to such information, (d) which is or becomes publicly available through no breach of this SOW, or (e) is approved for public release by the disclosing party.

7. DEFAULT. If Licensee violates its obligations hereunder, the Cloverhound may cancel the Agreement by sending written notice of cancellation to Licensee describing the non-compliance. Upon receiving such cancellation notice, Licensee shall have 30 days from the date of such notice to cure any such non-compliance, unless such breach cannot be cured. If such non-compliance is not cured within the required 30 day period, Cloverhound shall have the right to cancel this Agreement as of the 31st day after the date of such cancellation notice as specified in such cancellation notice. This Agreement shall automatically term if Licensee: ceases to carry on active business; files or has filed against it a petition (or other document) under any bankruptcy law or similar law; proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; or its assets are taken into the possession of a receiver, trustee, custodian or similar agent. Upon termination of this Agreement for any reason, Licensee's license(s)



to use the Products shall terminate and Licensee shall cease any use of the Products.

8. U.S. GOVERNMENT END USERS. If Licensee is a U.S. Government agency, in accordance with Section 12.212 of the Federal Acquisition Regulation (48 CFR 12.212) and Sections 227.7202-1 through 227.7202-4 of the Defense Federal Acquisition Regulation Supplement (48 CFR 227.7202-1,227.7202-3)), as applicable, Licensee hereby acknowledges that the Products constitutes "Commercial Computer Products" and that the use, duplication, and disclosure of the Products by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this standard commercial license Agreement. In the event that, for any reason, Sections 12.212, 227.7202-1 or 227.7202-3 are deemed not applicable, Licensee hereby acknowledges that the Government's right to use, duplicate, or disclose the Products are "Restricted Rights" as defined in 48 CFR Section 52.227-19(c)(1) and (2), or DFARS 252.227-7014(a)(14), as applicable.

9. MISCELLANEOUS.

- 9.1 Force Majeure.** Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.
- 9.2 Export Compliance.** Licensee acknowledge that the Products are subject to the U.S. Export Administration Regulations (the "EAR") and that Licensee will comply with the EAR. Licensee will not export or re-export the Products, directly or indirectly, to: (a) any countries that are subject to U.S. export restrictions, (b) any end user whom Licensee know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems, or (c) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government. By accepting this Agreement, Licensee represents and warrant that Licensee is not located in any such country, will not utilize the Products in any such way, or are on any such list. In addition, Licensee is responsible for complying with any local laws in Licensee's jurisdiction which may impact Licensee's right to import, export or use the Products. If Cloverhound has knowledge that a violation has occurred, Cloverhound may be prohibited from providing maintenance and support for the Products.
- 9.3 Assignment.** Licensee may not assign this Agreement without Cloverhound's prior written consent which will not be unreasonably withheld.
- 9.4 Severability.** If any part of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other parts of the Agreement.
- 9.5 Waiver.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. Cloverhound's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.



Cloverhound

- 9.6 Notices.** All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by FAX, email, overnight courier service, mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in the Sales Form other in other writing between the parties.
- 9.7 Governing Law and Venue.** Notwithstanding the Territory, this Agreement will be governed by both the substantive and procedural laws of the State of North Carolina, U.S.A., excluding its conflict of law rules. Any dispute regarding this Agreement will be heard in the state or federal courts having jurisdiction in Charlotte, North Carolina, U.S.A. and Licensee agree that Licensee shall be subject to the personal jurisdiction of such courts.
- 9.8 Entire Agreement.** Any amendment or modification to the Agreement must be in writing signed by both parties. This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the licensing of the Products will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify this Agreement, regardless of any failure of Cloverhound to object to such terms, provisions or conditions.
- 9.9 Relationship; Third Party Beneficiaries.** The parties hereto are independent contractors. Nothing contained in this Agreement, express or implied, is intended or shall be construed to create any agency, employment, partnership, fiduciary or joint venture relationship, or give any third party any rights or remedies under or by reason of this Agreement; provided, however, that the disclaimers and limitations on liability of Cloverhound and indemnification provided by Licensee under this Agreement shall extend to Cloverhound, its successors and assigns, and their shareholders, directors, members, managers, officers, employees, agents, affiliates, subcontractors, distributors, service providers, and suppliers. All references to Cloverhound in connection therewith shall be deemed to include the foregoing persons and entities, who shall be third party beneficiaries of such contractual disclaimers, limitations and indemnity obligations, and entitled to accept all benefits afforded thereby.

10. DEFINITIONS.

"**Products**" means the object code versions, extracts and/or derivative works of the Products made available by Cloverhound, including the program architecture, design, coding methodology, screen shots, and "look and feel" therefor, all modifications and improvements thereto, all prior versions and derivative works thereof, Upgrade, Updates, the Documentation, all goodwill associated therewith, and all present and future copyrights, trademarks, service marks, trade secrets, patent rights, and other proprietary and intellectual property rights of any nature throughout the world embodied therein and appurtenant thereto. All protocol libraries, parameter files, customizations, configurations, enhancements, interfaces, and other modifications to or improvements for the Products are and shall be the sole and exclusive property of Cloverhound, even if Licensee develop or pay for the development thereof or provide any suggestions, specifications or other feedback in connection therewith.



Cloverhound

"Update" means either a Products modification or addition that, when made or added to the Products, corrects an error, or a procedure or routine that, when observed in the regular operation of the Products, eliminates the practical adverse effect of the error on Licensee.

"Upgrade" means a revision of the Products released by Cloverhound to its end user customers generally, during the Term of the SOW, to add new and different functions or to increase the capacity of the Products. Upgrade does not include the release of a new product or added features for which there may be a separate charge. Cloverhound will have the final determination of whether a new product offering is an Upgrade or a new product or feature, provided that Cloverhound treats the product offering as a new product or feature for its end user customers generally.

Copyright © 2025 CLOVERHOUND, INC. All Rights Reserved. Confidential.