

End-user License Agreement

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LICENSOR PROVIDES FOR USE OF THE PLATFORM SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON/CHECKING THE "ACCEPT" BOX YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT GRANT TO LICENSEE A LICENSE TO USE THE PLATFORM AND LICENSEE MUST NOT USE THE PLATFORM OR THE DOCUMENTATION.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:
 - "Aggregated Statistics" means data and information related to Licensee's use of the Platform that is used by Licensor in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform.
 - "Customer Data" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by Licensee through use of the Platform.
 - "Documentation" means user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the operation, use, or technical specifications of the Platform.
 - "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other

intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

- “Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
 - “Platform” means the Verdova web-based software platform which Licensee is using pursuant to the license granted under this Agreement.
 - “Third Party” means any Person other than Licensee or Licensor.
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 3. Use Restrictions. Licensee shall not, either directly or indirectly use (including make any copies of) the Platform or Documentation beyond the scope of the license granted under Section 2; modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform or Documentation or any part thereof; reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof; use the Platform or Documentation in violation of any law, regulation, or rule; or use the Platform or Documentation for purposes of competitive analysis of the Platform, the development of a competing software product or service, or any other purpose that is to the Licensor’s commercial disadvantage.
 4. Collection and Use of Information. Licensee acknowledges that Licensor may, directly or indirectly through the services of third parties, collect and store Customer Data and Aggregated Statistics. Licensee agrees that the Licensor may use such information for any purpose. Licensee hereby grants to Licensor a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display the Customer Data and/or Aggregated Statistics in an aggregate and anonymized manner.

5. Intellectual Property Rights. Licensee acknowledges and agrees that the Platform and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Platform or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Licensor reserves and shall retain its entire right, title, and interest in and to the Platform and all Intellectual Property Rights arising out of or relating to the Platform, except as expressly granted to the Licensee in this Agreement. Licensee shall use commercially reasonable efforts to safeguard the Platform and all Intellectual Property Rights arising out of or relating to the Platform from infringement, misappropriation, theft, misuse, or unauthorized access.

6. Term and Termination.

- This Agreement and the license granted hereunder shall remain in effect until terminated as set forth herein (the "**Term**").
- Licensee may terminate this Agreement by ceasing to use and destroying all copies of the Platform and Documentation.
- Licensor may terminate this Agreement, effective upon written notice to Licensee, if Licensee breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 14 days after Licensor provides written notice thereof.

7. Limited Warranties, Exclusive Remedy, and Disclaimer/Warranty Disclaimer.

- THE PLATFORM AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PLATFORM AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED PLATFORM WILL MEET THE LICENSEE'S

REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

- IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE PLATFORM; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR THE PLATFORM THAT IS THE SUBJECT OF THE CLAIM.
- THE LIMITATIONS SET FORTH IN THIS SECTION 8 SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9. Miscellaneous.

- All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Licensor and Licensee agree that each may bring claims against the other only in their individual capacity and not as a plaintiff or class member in any purported class or representative action.
- This Agreement constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, between Licensee and Licensor with respect to such subject matter.
- Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion.
- This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.