Squint Hosted End User License Agreement 3.0

By (a) entering into a written or online order form or similar document with Squint (or a reseller of Squint) that references this agreement (each an "Order Form"); (b) accessing or using the Squint Solution as part of a proof of concept, demo, trial or evaluation made available by Squint (a "POC"); or (c) clicking "I Agree," creating an account, or otherwise accessing or using the Squint Solution through Squint's online self-service sign-up process (an "Individual Subscription"), you agree to be bound by the terms and conditions of this agreement. This Hosted End User License Agreement (together with all exhibits and all Order Forms, if any, this "Agreement") is made between Squint, Inc., a Delaware corporation with an office at 140 2nd Street, San Francisco, CA 94105 ("Squint"), and: (i) where this Agreement is entered into by way of an Order Form, the company or other legal entity entering into an Order Form with Squint and identified in such Order Form (an "Enterprise Customer"); (ii) where the Squint Solution is used as part of a POC, the company or other legal entity on whose behalf the Squint Solution is accessed or used for the POC (a "POC Customer"); or (iii) where this Agreement is entered into by way of an Individual Subscription, the individual entering into this Agreement, individually and on behalf of the corporation or other entity such individual represents, if any (an "Individual Customer") (each of the foregoing, as applicable, "Customer"). Squint and Customer may be referred to collectively as the "Parties" or individually as a "Party." For good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. SQUINT SOLUTION.

1.1 **Software License**. During the Term (as defined below), Squint grants to Customer a non-exclusive, non-transferable (except in accordance with Section 11.8), non-sublicensable license to use the Squint Solution (as defined below) for the scope set forth in the Order Form or, for a POC, the scope designated by Squint for that POC, in each case for Customer's internal business purposes (or, for an Individual Customer, for the scope of its selected subscription plan, solely for the Individual Customer's own use or the internal business purposes of the entity it represents, if any, and not for resale or on behalf of, or for the benefit of, any other third party), in accordance with the end user and/or technical documentation provided by Squint to Customer (the "Documentation"). "Squint Solution" means (a) the web-based version of Squint's manufacturing intelligence platform; (b) the Squint mobile application; (c) any Documentation; (d) any related Deliverables (as defined below), and (e) any updates, upgrades, and/or modifications of the forgoing.

1.2 **Restrictions**. Except as expressly authorized in this Agreement, Customer shall not, and shall not authorize any third party to: (a) sublicense, transfer, loan, distribute, use or duplicate the Squint Solution or any portion thereof; (b) use the Squint Solution by, or for the benefit of any third party; (c) copy, modify, translate, or prepare derivative works based upon the Squint Solution; (d) reverse-compile or decompile, disassemble or otherwise reverse engineer the Squint Software, except to the extent expressly required to be permitted by applicable law; (e) alter, remove, or obscure any copyright, trademark, or other proprietary notices on or in the Squint Solution; (f) use the Squint Solution to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights; and/or (g) use the Squint Solution to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

2. PROFESSIONAL SERVICES. If Customer purchases professional services related to the Squint Solution ("Professional Services") as set forth in an Order Form, Squint will provide those Professional Services in accordance with the applicable Order Form. Customer acknowledges that as between Customer and Squint, Squint retains all right, title and interest (including all related intellectual property rights) in and to (i) anything Squint uses or develops in connection with performing Professional Services, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how; and (ii) unless the applicable Order Form expressly says otherwise, anything Squint delivers to Customer during the course of performing Professional Services (collectively, "Deliverables"). Squint hereby grants Customer a non-exclusive, non-transferable (except in accordance with Section 11.8), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Squint Solution.

3. OWNERSHIP AND INTELLECTUAL PROPERTY

3.1 **Squint Solution**. Squint owns and retains all rights in, and title to, the Squint Solution and all intellectual property rights related thereto. All rights not expressly granted with respect to the Squint Solution are reserved by Squint.

3.2 **Customer Data.** "Customer Data" means text, images, documents, materials, photos, audio, video and similar materials provided by Customer to Squint in connection with Customer's use of the Squint Solution. Customer is responsible for obtaining any necessary rights and consents for use of the Customer Data by Customer and Squint as contemplated in this Agreement. Customer represents, warrants and covenants that it has the legal right and authority to access, use and disclose to Squint the Customer Data as contemplated by this Agreement (the "Customer Data Warranty"). Customer shall own all intellectual property rights in and to the Customer Data, provided that Customer grants Squint a license to use Customer Data, and disclose Customer Data to its service providers, for the purpose of providing the Squint Solution and related support and Professional Services. The parties do not anticipate that any personally identifiable information ("PII") will be a part of any Customer Data, and Customer will not disclose any PII to Squint as part of Customer Data without Squint's express prior written consent. If Squint consents to receiving any PII from Customer, then Squint's processing of such PII will be in accordance with the Data Processing Addendum found here (the "DPA"). Notwithstanding the foregoing, users of the Squint Solution may be required to provide PII when setting up their user account (the "Limited PII"), which Limited PII will be processed by Squint in accordance with the privacy policy found here.

3.3 **Procedures**. In connection with its use of the Squint Solution, Customer may submit Customer Data to be processed by the Squint Solution ("Input") and receive videos and standard operating procedures generated, and provided back to Customer, by the Squint Solution based on the Customer Data (the "Procedures"). The Procedures shall be owned by Customer, except that that Customer grants Squint the right to use the Procedures as set forth in Section 3.4 directly below.

3.4 **Analytics and Training Data.** Squint may, via the Squint Solution, collect and analyze (i) certain information about the provision, use and performance of the Squint Solution and/or the systems on which it is installed ("Performance Data") (for example, Squint may collect Performance Data regarding errors and crashes of the Squint Solution), and (ii) Customer Data, the Procedures and data derived therefrom (collectively, "Training Data"). In addition to having the right to use the Performance Data and Training Data as necessary to provide the Squint Solution (including any related Professional Services and support services) to Customer, Squint will be free (during and after the Term) to (i) use Performance Data and Training Data to improve and enhance the Squint Solution and for other development, diagnostics, analytics and corrective purposes in connection with the Squint Solution and other Squint offerings, provided that, other than with respect to Training Data collected in connection with a POC, unless Squint has obtained Customer's prior written consent (which may be given via email), Squint will anonymize any Training Data that is used to train or fine-tune algorithmic models so that such Training Data cannot be traced back to Customer; and (ii) other than with respect to Performance Data collected in connection with a POC, publicly disclose the Performance Data solely in aggregate or other de-identified form for marketing purposes. For the sake of clarity, Performance Data shall not be deemed to be Customer Data and shall be owned by Squint.

3.5 **Feedback**. During the Term, Customer may provide Squint with feedback concerning the Squint Solution and/or Professional Services, or Customer may provide Squint with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Squint will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Squint all of its right, title and interest in such Feedback. All Feedback provided by Customer shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Squint with any Feedback under this Agreement.

4. BETA SERVICES. From time to time, Squint may offer services identified as beta, pilot, developer preview, non-production, evaluation or by a description of similar import ("Beta Services"). Customer may accept or decline Beta Services in its sole discretion. If accepted by Customer, Beta Services: (a) are provided only for evaluation purposes; (b) may not be relied on by Customer for production use; (c) may not be supported; and (d) may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire on the date that a version of the Beta Services becomes generally available or is discontinued. Squint may discontinue Beta Services at any time in its sole discretion and may never make Beta Services generally available. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS AGREEMENT, (I) ALL BETA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, (II) BETA SERVICES MAY BE TERMINATED AT ANY TIME, AND (III) SQUINT DISCLAIMS ALL OBLIGATIONS AND LIABILITIES UNDER THE AGREEMENT FOR ANY HARM OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH A BETA SERVICE, INCLUDING ANY OBLIGATIONS OR LIABILITIES WITH RESPECT TO CUSTOMER DATA. ANY CUSTOMER DATA ENTERED INTO BETA SERVICES, AND ANY CUSTOMIZATIONS MADE TO BETA SERVICES BY OR FOR CUSTOMER, MAY BE PERMANENTLY LOST IF THE BETA SERVICES ARE SUSPENDED, TERMINATED, OR DISCONTINUED.

5. PAYMENT. (a) Order Forms and POCs. If Customer has entered into an Order Form, Customer shall pay to Squint the fees set forth in the applicable Order Form, if any (collectively, the "Fees") at the times specified in the Order Form. Excluding taxes based on Squint's income, Customer is liable for all taxes, duties and customs fees associated with the Fees, whether or not Squint invoices Customer for them. Past due accounts shall be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law, whichever is less. Customer will reimburse Squint for all costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest. At the end of each calendar quarter during the Term, Squint may invoice Customer for any use of the Squint Solution in excess of the quantity for which Customer has paid Fees, prorated for the remainder of the Initial Term (as defined in the Order Form) or then-current Renewal Term (as defined in the Order Form). Except as expressly set forth in this Agreement, all Fees are non-cancellable and non-refundable. No Fees are payable for a POC unless otherwise set forth in an Order Form or otherwise agreed in writing.

(b) Individual Subscriptions. If Customer is an Individual Customer, this Section 5(b) applies in lieu of Section 5(a). Customer shall pay to Squint the subscription fees and any other charges applicable to Customer's selected plan, as presented to Customer at the time of purchase and as may be updated from time to time in accordance with this Section 5(b) (collectively, the "Fees"). By providing a credit card or other payment method ("Payment Method"), Customer authorizes Squint and its third-party payment processor to charge the Payment Method for all Fees, including recurring subscription Fees, in advance on a monthly or annual basis as selected by Customer at sign-up. Unless Customer cancels its subscription prior to the end of the then-current billing period, this Agreement and Customer's subscription will automatically renew for successive periods equal to the expiring subscription period (each, a "Renewal Term"), and Customer authorizes Squint to charge the Payment Method for the Fees applicable to each Renewal Term at Squint's then-current rates. Excluding taxes based on Squint's income, Customer is liable for all taxes, duties and customs fees associated with the Fees, whether or not separately stated at checkout. If Squint is unable to successfully charge the Payment Method for any Fees when due, Squint may retry the charge, request an updated Payment Method, and/or suspend or terminate Customer's access to the Squint Solution until payment is received. Customer may cancel its subscription, and update or change its Payment Method, at any time through Customer's account settings or by contacting Squint. Except as expressly set forth in this Agreement or as required by applicable law, all Fees are non-refundable, and cancellation will be effective at the end of the then-current billing period.

6. TERM AND TERMINATION

6.1 **Term**. This Agreement shall commence on the effective date of the initial Order Form (or, for a POC Customer, the date Customer first accesses the Squint Solution for the POC, or, for an Individual Customer, the date Customer accepts this Agreement) and shall continue for so long as there is an Order Form or POC in effect (or, for an Individual Customer, for the subscription period selected by Customer at sign-up and any Renewal Terms under Section 5(b), unless earlier cancelled or terminated in accordance with this Agreement) (the "Term"). Unless otherwise set forth in an Order Form or agreed in writing by Squint, a POC will remain in effect for the period designated by Squint, and either party may end a POC at any time upon written notice (which may be given via email). Squint reserves the right to suspend Customer's access to the Squint Solution subject to reasonable notice given the nature of the suspension: (a) if Customer's use of the Squint Solution results in or is reasonably likely to result in damage to or material degradation of the Squint Solution that could interfere with Squint's ability to provide access to the Squint Solution to other users; (b) if Customer has failed to pay any amounts due under this Agreement and the failure is not remedied within 15 days of Squint's notice to Customer; or (c) to the extent required by law.

6.2 **Termination.** This Agreement may be terminated by either party: (a) upon thirty (30) days written notice if the other party materially breaches any provision of this Agreement and the breach remains uncured within that thirty (30) day period; or (b) effective immediately, if the other party ceases to do business, otherwise terminates its business operations, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, or comparable proceeding, or if any proceeding is filed against it (and not dismissed within ninety (90) days); or (c) effective immediately, upon any intentional breach of Section 1.2 of this Agreement by Customer.

6.3 Effect of Termination. Upon any expiration or termination of this Agreement: (a) all licenses and rights granted by Squint to Customer shall terminate; (b) Customer will cease all use of the Squint Solution; (c) Customer shall immediately return to Squint or destroy any Squint materials which form any part of the Squint Solution, all duplicates thereof, and any Squint Confidential Information in its possession or control; (d) Customer shall remove the Squint application from the mobile devices of any Users; (e) Customer shall pay to Squint within thirty (30) days of the date of termination any unpaid Fees accrued prior to the date of termination and, if this Agreement is terminated for any reason other than for cause by Customer in accordance with Section 6.2, any Fees that would have been payable for the remainder of the Initial Term or then-current Renewal Term; and (f) for thirty (30) days thereafter, Squint will make Customer Data available to Customer for download, and then will, unless legally prohibited, delete all Customer Data within thirty (30) days.

6.4 **Survival**. The provisions of Sections 1.2, 3, 5, 6.4, 7, 8, 9, 10, 11.5 and 11.8-11.11 shall survive and remain effective after the effective date of termination or expiration of this Agreement.

7. INDEMNIFICATION.

7.1 Subject to this Agreement, Squint will defend Customer against any claim, suit or proceeding brought by a third-party ("Claims") alleging that Customer's Use of the Squint Solution infringes or misappropriates such third party's intellectual property rights, and will indemnify Customer against any damages and costs proximately caused by and awarded against Customer or agreed in settlement by Squint (including reasonable attorneys' fees) resulting from such Claim.

7.2 Squint's obligations under the preceding section will not apply if the underlying Claim arises from or as a result of: (i) Customer's breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Customer Materials; (iii) Customer's failure to use any enhancements, modifications, or updates to the Squint Solution that have been provided by Squint; (iv) modifications to the Squint Solution by anyone other than Squint; or (v) combinations of the Squint Solution with software, data or materials not provided by Squint.

8. WARRANTY; DISCLAIMER

8.1 **Solution Warranty**. Squint warrants to Customer that, during the Term, the Squint Solution will materially perform in accordance with the Documentation and the Service Level Availability found here (the "SLA"). Squint's entire liability, and Customer's sole and exclusive remedy, for any breach of the preceding warranty will be for (i) Squint to use commercially reasonable efforts to remediate any nonconformance with the Documentation within a reasonable timeframe, or if Squint is unable to do so, then Squint may terminate this Agreement and provide a prompt refund of any prepaid unused Fees, and (ii) Squint to provide the Service Credits as set forth in the SLA. Squint's warranties and obligations under this Section 8.1 do not cover non-conformances due to: (a) any modification, reconfiguration or maintenance of the Squint Solution performed by anyone other than Squint or its agents; (b) any use of the Squint Solution on a system that does not meet Squint's minimum standards as set forth in the Documentation; (c) any network, software or hardware not provided by Squint; or (d) Customer's breach of this Agreement or failure to comply with the Documentation. Squint shall be responsible under this Section 8.1 only if Customer provides Squint with a written warranty claim detailing the non-conformance in the Squint Solution within thirty (30) days of the non-conformance.

8.2 **GENERAL DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE SQUINT SOLUTION AND ANY OTHER SOFTWARE, HARDWARE OR SERVICES PROVIDED BY SQUINT ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFGINEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT (A) THE USE OF THE SQUINT SOLUTION, SERVICES AND/OR ANY DELIVERABLES PROVIDED DOES NOT GUARANTEE CUSTOMER'S COMPLIANCE WITH ANY SAFETY REGULATIONS, LAWS, STATUTES OR RULES AND CUSTOMER IS SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH ANY SUCH REQUIREMENTS; (B) CUSTOMER IS SOLELY RESPONSIBLE FOR, AND SQUINT SHALL HAVE NO LIABILITY FOR, ANY DEATH, PERSONAL INJURY OR DAMAGE TO PROPERTY CAUSED BY CUSTOMER DATA OR THE PROCEDURES; AND (C) CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS USE OF THE SQUINT SOLUTUION WITH THIRD-PARTY HARDWARE/EQUIPMENT WILL NOT RESULT IN CUSTOMER'S PRODUCT WARRANTIES WITH THE PROVIDERS OF SUCH HARDWARE/EQUIPMENT TO BE VOIDED.

8.3 **SPECIAL DISCLAIMERS**. SQUINT USES THIRD-PARTY TRANSLATION SERVICES AND EXPERIMENTAL TECHNOLOGIES LIKE ARTIFICIAL INTELLIGENCE, AND AS A RESULT, THE PROCEDURES MAY NOT MEET CUSTOMER'S DESIRED USE, INCLUDING, WITHOUT LIMITATION, THAT THE PROCEDURES MAY BE INACCURATE. CUSTOMER MUST USE DISCRETION WHEN RELYING ON, DISTRIBUTING, OR OTHERWISE USING ANY PROCEDURES RESULTING FROM THE USE OF THE SQUINT SOLUTION.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR THEIR RESPECTIVE AFFILIATES AND SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL,

EXEMPLARY, OR PUNITIVE DAMAGES; OR LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE TYPE OF ACTION OR THEORY OF LIABILITY. NEITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, THE SLA AND THE DPA WILL EXCEED THE AMOUNT PAID BY CUSTOMER TO SQUINT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY (THE "LIABILITY CAP").

10. CONFIDENTIAL INFORMATION

10.1 **Definition**. "Confidential Information" means any non-public data, information and other materials regarding the products, services or business of a party (and if either party is bound to protect the confidentiality of any third party's information, of that third party) provided to the other party in connection with this Agreement. Without limiting the foregoing, (i) the Squint Solution, the Deliverables, any Performance Data, benchmark results, and technical information relating thereto, the Documentation, Squint's pricing information and the terms and conditions of this Agreement are the Confidential Information of Squint, and (ii) the Customer Data and the Procedures are the Confidential Information of Customer. Confidential Information shall not include information which: (a) is already rightfully known to the Receiving Party (as defined below) without restriction prior to disclosure by the Disclosing Party (as defined below); (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information, or (e) is approved for release by written authorization of the Disclosing Party.

10.2 **Disclosure and Use**. Each party (the "Receiving Party") agrees to keep the Confidential Information of the other party (the "Disclosing Party") in confidence and not to use the Confidential Information except as necessary to carry out its obligations and exercise its rights. Except as expressly authorized, the Receiving Party agrees to: (i) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case with less than reasonable care; and (ii) disclose the Disclosing Party's Confidential Information only to those employees, advisors, directors and contractors (collectively, "Representatives") of the Receiving Party who have a need to know the information for the purposes of this Agreement and that are subject to binding confidentiality obligations at least as restrictive as those in this Agreement. The Receiving Party shall be responsible for any non-compliance of the Receiving Party's Representatives with the terms of this Agreement. The provisions of this Section 10.2 will not restrict either party from disclosing the other party's Confidential Information: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that to the extent legally permitted, the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request; (b) on a confidential basis to potential acquirers or investors conducting due diligence; or (c) as required under applicable securities regulations.

10.3 **Injunctive Relief**. The Receiving Party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11. GENERAL

11.1 **Insurance**. Squint will maintain the following insurance coverage during the Term: (i) Commercial General Liability Insurance with a minimum of $2,000,000 per claim and $4,000,000 in the aggregate; (ii) $500,000 in Automobile Insurance, (iii) Technology & Cyber Liability Insurance (including E&O coverage) with an aggregate limit of $5,000,000; (iv) workers' compensation insurance as required by state or local law in the states where Squint has employees, and (v) $1,000,000 in Employment Practices Liability Insurance. At Customer's request, Squint will provide evidence to Customer of its insurance coverage. This Section 11.1 does not apply with respect to Individual Customers.

11.2 **Force Majeure**. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault.

11.3 **Compliance with Laws; Export Control**. Customer shall use the Squint Solution in compliance with all applicable laws, statutes, rules and regulations. Customer acknowledges that the Squint Solution or technical information provided may be subject to United States or other governments' export laws, rules and regulations, and any use or transfer of that technical information or products made using technical information must be permitted or authorized under those laws, rules or regulations. Except as expressly permitted in this Agreement, Customer shall not export or import the Squint Solution or any technical information provided under this Agreement.

11.4 **Open Source Code**. Components of the Squint Solution may be covered by so-called "open source" software licenses ("Open Source Software"). Customer's use of any Open Source Software is subject to and governed by the applicable license accompanying, linked to or embedded in that Open Source Software (each an "Open Source License"). Squint grants Customer a license to use the Open Source Software to the full extent permitted by the applicable Open Source License. Squint warrants that the Squint Solution (as provided by Squint without any modification by Customer or a third party) will not include any Copyleft Materials. "Copyleft Materials" means any code or materials subject to any Open Source License that requires as a condition of use, modification or distribution thereof, that such materials, or materials combined or distributed with such materials, be: (a) disclosed or distributed in source code or similar form, (b) licensed for the purpose of making derivative works, or (c) redistributable at no charge.

11.5 **Relationship of the Parties**. Neither the making of this Agreement nor the performance of its provisions shall be construed to constitute either of the parties as an agent, employee, partner, joint venturer, or legal representative of the other. Except with respect to a POC Customer, Squint may use Customer's name and logo, and identify Customer as a customer.

11.6 **U.S. Government End-Purchaser**. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, the Squint Solution and accompanying documentation provided by Squint are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms.

11.7 **Severability; Waiver**. Should any term of this Agreement be declared void or unenforceable that provision shall modified or eliminated to the minimum extent necessary and the declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect. The failure of either party to enforce any rights granted or to take action against the other party in the event of any breach shall not be deemed a waiver by that party as to future breaches.

11.8 **Assignment**. Except in the event of a party's merger or reorganization, or to a purchaser of its business entity, equity or substantially all of its assets or business to which this Agreement relates, neither this Agreement, nor any rights, licenses or obligations, may be assigned by either party without the prior written consent of the other. Any attempted assignment in violation of this Agreement shall be void and without effect. Notwithstanding the foregoing, an Individual Customer may not assign, transfer or delegate this Agreement or any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without Squint's prior written consent.

11.9 **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding rules governing conflict of law and choice of law. The federal and state courts within San Francisco, California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party expressly consents to the personal jurisdiction of, and venue in, those courts and service of process being affected upon it by registered mail and sent to the address set forth at the beginning of this Agreement. The parties agree that the UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement nor to any dispute or transaction arising out of this Agreement. The party prevailing in any dispute under this Agreement shall be entitled to its reasonable costs and legal fees.

11.10 **Entire Agreement**. This Agreement, the DPA and the SLA set forth the entire agreement of the parties with respect to the subject matter, and no oral or written statement or representations not contained in this Agreement shall have any force or effect. The parties agree that any terms and conditions provided by Customer to Squint in a purchase order or similar document, whether prior to or after execution of, this Agreement, are null and void. This Agreement may be amended only upon the written consent of both parties.

11.11 **Acceptance by POC Customers and Individual Customers**. If Customer is a POC Customer or an Individual Customer, by clicking "I Agree," creating an account, or otherwise accessing or using the Squint Solution, Customer acknowledges that Customer has read and understood this Agreement and agrees to be bound by its terms and conditions, and no signature below is required. If Customer does not agree to this Agreement, Customer may not access or use the Squint Solution. The signature block below applies only where Squint and an Enterprise Customer execute this Agreement directly.

Customer

Notice Address:

Attention:
Email:

Signature:

Print Name:

Print Title:
