

R-DANIEL SOFTWARE AS A SERVICE (SAAS) AGREEMENT TERMS AND CONDITIONS OF USE

PLEASE READ THIS AGREEMENT BEFORE USING THE SAAS, AS BY ACCESSING THE SAAS, YOU ("THE CUSTOMER") AGREE TO THE TERMS AND CONDITIONS HEREIN, INCLUDING ACCEPTANCE OF AND COMPLIANCE WITH OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS THE SAAS.

UNAUTHORIZED USE OF THE SAAS CONSTITUTES AN IP INFRINGEMENT (AS IT INCLUDES A TEMPORAL LICENSE FOR THE USE OF CERTAIN SOFTWARE WHILE THE SERVICE IS ACTIVE), A COPYRIGHT INFRINGEMENT (AS THE UNAUTHORIZED REPRODUCTION OF THE GUI IS PROTECTED BY THE COPYRIGHT ACT) AND A VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT (CFAA) (18 USC § 1030)

This SOFTWARE AS A SERVICE (SAAS) AGREEMENT ("Agreement") is entered between **r-daniel** Inc., a Delaware corporation ("**r-daniel**") with its principal place of business at 13359 N Hwy 183 STE 406-306-20011 Austin, TX, 78750, USA, and the company that acquires the temporal right to use the SAAS and related services ("CUSTOMER").

The Terms and Conditions of Use Agreement ("Agreement"), created on the effective date and last amended on the date above, is made between you ("CUSTOMER", "user", "you", or "your") and **r-daniel** Inc, ("**r-daniel**", "we", "us," or "our"):

r-daniel includes its affiliated companies, websites, applications, Software, support, and tools, and, with this Agreement, outlines the rights and obligations that you and all users share, as well as any other media form, media channel, related or connected thereto (collectively, the "SAAS"), to make use of any of the Content, Software, or other tools on the SAAS.

Any supplemental amendments or documents on the SAAS following the effective date of this Agreement are to be considered expressly incorporated into this Agreement.

The effective date of this Agreement is the date that **r-daniel** provides CUSTOMER access to the SAAS or any of its related services.

1. DEFINITIONS.

Capitalized terms used herein shall have the meanings ascribed to them in the body of this Agreement and documents attached hereto or as defined below. Other terms shall be given their plain English meaning, and those known in the information technology industry shall be interpreted by their generally known meanings. Unless the context otherwise requires, singular words include the plural and vice-versa.

- "Affiliate" shall mean any entity controlling or controlled by or under common control with a Party at the time of execution of the Agreement and any time thereafter, where "control" is defined as (a) the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity, or (b) any other entity concerning which such Party

has significant management or operational responsibility (even though such Party may own less than fifty percent (50%) of the equity of such entity).

- "Agreement" shall mean a contract that governs the terms between r-daniel and a CUSTOMER. r-daniel provides the services to the CUSTOMER via a network (typically the Internet) and hosts the Software remotely, relying on third-party such as hosting providers. This allows r-daniel to easily update and control the Software from one site (usually, data is uploaded to the "cloud"). The user can then directly access the Software on their internal equipment (as the SaaS agreement incorporates a license for this) on a subscription basis.
- "Customer" means the company that acquires the temporal right to use the SAAS and related services to load, process, and access to information from the company and its affiliates and their users. The company will report to r-daniel, through its Distributor, each company that will be covered by the license, initially and when a new company is included or when a current company is excluded.
- "Distributor" means a company authorized by r-daniel to resell the SAAS and related services through which CUSTOMER acquires the rights to use the SAAS.
- "Documentation" shall mean any standard materials, guides, specifications, manuals, or other related materials that r-daniel makes generally available to CUSTOMERS of the SAAS.
- "EU Customer" means a Customer established in an European Union (EU) Member State for whom the Additional Terms Specific for EU Customers applies as set forth in [Exhibit D](#).
- "Force Majeure Event" shall mean any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, terrorism, acts of war, riots, civil disorder, rebellion, failures, or delay in transportation or communications, or any act or failure to act by the other Party or such other Party's employees, agents or contractors beyond the reasonable control of a Party.
- "Intellectual Property" shall mean all concepts, ideas, inventions, works of authorship, information fixed in any tangible medium of expression, moral rights, mask works, trademarks, trade names, trade secrets, names, know-how, and all other subject matter patented or not that is protected under patent law, copyright, mask work, trademark, trade secret, or other laws, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world, for all media now known or later developed, including all new or useful art, combinations, discoveries, algorithms, specifications, techniques, technical developments, systems, computer architecture, artwork, Software, programming, designs, processes and methods of doing business.
- "Licensed Software" shall mean the object code software included in the SAAS.
- "Privacy Policy" shall mean r-daniel's policies and procedures on collecting, using, and disclosing personal information as set forth in [Exhibit B](#), which is initiated by and commences when CUSTOMER uses the SAAS.
- "Quote" shall mean a proposal prepared by r-daniel or Distributor and presented to CUSTOMER related to the specific scope and pricing of SAAS and additional services, including setup, considering CUSTOMER's particular circumstances and requirements. All services acquired by CUSTOMER shall be governed exclusively by this SaaS Agreement and the applicable quote. In the event of a conflict between the terms of a quote provided by r-daniel and this SAAS Agreement, the terms of the Schedule shall take precedence; if a distributor provided the quote, the terms of this SAAS Agreement shall take precedence unless r-daniel issues a written terms acceptance for the specific quote.

- "Services" shall mean the cloud deployment, processing, accessing, communication, upgrades, and support provided by r-daniel to CUSTOMER as set forth herein and in [Exhibit C](#).
- "Subscription Service" shall mean the online services, Software, associated user interfaces, help resources, security devices, and any related technology to be made available by r-daniel that is provided as part of or that accompanies the SAAS Service subject to this Agreement.
- "Subscription Term" shall mean that period specified in a quote, during which the CUSTOMER will have online access and use of the SAAS if r-daniel accepts the related order.
- "Support" shall mean those general support and maintenance services to be performed by r-daniel or its authorized third-party representative to support the SAAS's as set forth in [Exhibit A](#).
- "Updates" shall mean all new releases, new versions, updates, revisions, fixes, patches, or other alterations of the Licensed Software or Platform involved in the SAAS that r-daniel makes generally available to the CUSTOMERS of the SAAS.

2. SAAS SCOPE

- 2.1. Subject to the terms and conditions of this Agreement, r-daniel grants CUSTOMER a nonexclusive right to use the SAAS, including the license to use the Software solely for CUSTOMER's internal and related business purposes, providing upon the Effective Date the CUSTOMER the Access Credentials necessary to enable the CUSTOMER end users to access through a browser and use the SAAS. All users of the SAAS are named, meaning the CUSTOMER assigns each SAAS user to a particular employee as an end user for a certain period of time that cannot be shorter than a month, so assignments cannot be "rotated" between end users. r-daniel shall use all reasonable endeavors to maintain the availability of the SAAS to CUSTOMER at the gateway between the public Internet and the SAAS network but does not guarantee 100% availability. All other rights not granted herein are expressly reserved.
- 2.2. No Right in r-daniel Trademarks. No license, right, or interest in any r-daniel trademark, copyright, trade name, or service mark is granted hereunder.
- 2.3. Ownership of SAAS and Licensed Software. The SAAS and Licensed Software is owned by r-daniel or its suppliers and is protected by United States copyright and patent laws and international treaty provisions.
- 2.4. Setup and other services. Directly or through its distributors, r-daniel shall provide Setup Services to CUSTOMER so that the SAAS can work with CUSTOMER's information systems under the specific offering designed for and sent to CUSTOMER. r-daniel may, from time to time, make available additional services to supplement the SAAS Service; at the request of the CUSTOMER and subject to the CUSTOMER paying the applicable Fees, r-daniel may agree to provide to the CUSTOMER additional Related Services.
- 2.5. Support Services. r-daniel shall provide support Services to CUSTOMER in support of the SAAS under r-daniel's standard offering set forth in [Exhibit A](#). Support services end upon the expiration or termination of the Service offering.
- 2.6. Updates. r-daniel shall furnish CUSTOMER with Updates to the SAAS, which r-daniel makes generally available to its other CUSTOMERS at no additional cost. Such updates shall be subject to the terms and restrictions of this Agreement.

3. TERM AND PAYMENTS.

All or a portion of the services offered by r-daniel are paid in accordance with the terms below:

- a. Subscriptions. The SAAS offered by us are only available with a paid subscription; CUSTOMER will be billed - directly or by your Distributor - in advance and on a recurring and periodic basis (such as monthly, annually, or other agreed upon timeframes) at the beginning of each period within the subscription term. CUSTOMER shall order SAAS pursuant to a subscription quote for at least one month. Subscription fees are defined by the size of the model, the number of users by edition type, and the add-ons listed in a quote. During the Subscription Term, CUSTOMER will receive a nonexclusive right to access and use the SAAS solely for CUSTOMER's internal business operations subject to the terms of this Agreement and up to the scope defined in the quote in accordance with SAAS prices and terms. r-daniel may reject a distributor order for SAAS to CUSTOMER if the specific terms do not meet SAAS prices and terms.
- b. Term of SaaS Agreement. The Term of this SaaS Agreement shall begin on the Effective Date. The Subscription Term shall renew under the same conditions for successive month periods unless either Party delivers written notice of non-renewal to the other Party at least 30 days before the expiration of the then-current Subscription Term.
- c. Cancellation. You are entitled to cancel a monthly subscription with thirty (30) calendar days written notice to the Distributor in accordance with this Agreement's terms. Cancellation does not entitle you to a refund for any prior payments made.
- d. Fee Changes. If any changes occur to the subscription amount, you will be given notice at least sixty (60) days before the change takes effect. Notice will be provided by your Distributor or directly by r-daniel, whichever applies, to the e-mail on your registered account.
- e. Free Trials. Any free trial, sample, or other abridged versions of our offered services shall be considered a one (1) time use based on request (directly or through a distributor).
- f. Payment Terms and Suspensions. Payments will be due as defined in the quote provided to CUSTOMER. If SAAS is sold directly by r-daniel to CUSTOMER, r-daniel shall invoice CUSTOMER for all fees monthly starting on the Schedule effective date; CUSTOMER shall pay all undisputed invoices within 30 days after CUSTOMER receives the invoice. Otherwise, the provider and method of payment to your Distributor are determined by your Distributor. Overdue payments will bear interest at the lesser of one point five percent (1.5%) per month or the maximum rate allowed under applicable law. r-daniel reserves the right to suspend delivery of the SAAS if CUSTOMER fails to timely pay any undisputed amounts due to r-daniel - directly or by your Distributor - under this Agreement after r-daniel notifies CUSTOMER of such failure and such failure continues for fifteen (15) days. Suspension will be made in the form of a SAAS shutdown; to restore services, all due invoices must be paid, including interests, and a restoration fee of four hundred and fifty American dollars (USD 450) must be paid in less than three (3) months after shutdown. After more than three (3) months after shutdown, a new setup must be made; either case, all due invoices and interests must be paid. CUSTOMER agrees that r-daniel shall not be liable to CUSTOMER or any third party for any liabilities, claims, or expenses arising from or relating to the suspension of the SAAS resulting from CUSTOMER's nonpayment.
- g. Taxes. r-daniel or your Distributor shall bill CUSTOMER for applicable taxes as a separate line item on each invoice. CUSTOMER shall be responsible for payment of all sales and use taxes, value-added taxes (VAT), or similar charges relating to CUSTOMER's purchase. CUSTOMER shall not be liable for taxes based on r-daniel's net income, capital, or similar.
- h. Currency. Fees will be billed in US dollars, and payments will be accepted in the currency agreed upon with r-daniel directly or through the Distributor.

- i. Refund Policy. Except when required by law, payments made by a user, directly or through a distributor, are not refundable by r-daniel. Refund requests are administered on a case-by-case basis, and if granted, they are done at the sole discretion of r-daniel.

4. ACCESS.

No information, data, or information provided on the SAAS is intended for distribution or use in any location where such usage is prohibited or is contrary to any law or regulation that would subject r-daniel to legal liability of any type. Any such access or use of the SAAS is to be utilized on CUSTOMER's own initiative, and you are solely responsible for any legal compliance.

The CUSTOMER acknowledges that this Agreement is a services agreement and that r-daniel will not deliver copies of the Software to the CUSTOMER as part of the SAAS other than Desktop User Installers if applicable.

5. CUSTOMER RESPONSIBILITIES.

- CUSTOMER shall provide commercially reasonable information and assistance to r-daniel to enable r-daniel to deliver the SAAS.
- Upon request from r-daniel, CUSTOMER shall promptly deliver Customer Content to r-daniel in an electronic file format specified and accessible by r-daniel. CUSTOMER acknowledges that r-daniel's ability to deliver the SAAS in the manner provided in this SAAS Agreement may depend upon the accuracy and timeliness of such information and assistance.
- CUSTOMER shall comply with all applicable local, state, national, and foreign laws concerning its use of the SAAS, including those related to data privacy, international communications, and technical or personal data transmission.
- CUSTOMER must not publish Personal Data to be loaded into r-daniel, as Personal Data is subject to special protection, and the SAAS is not designed to include or manage Personal Data.
- CUSTOMER acknowledges that r-daniel exercises no control over the Content of the information transmitted by CUSTOMER through the SAAS.
- CUSTOMER shall not upload, post, reproduce, or distribute any information, Software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- CUSTOMER controls the creation and assignment of its SAAS users and the Users' Accounts. CUSTOMER shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorized person or application may gain access to the SAAS using the Access Credentials. CUSTOMER shall: (a) notify r-daniel immediately of any unauthorized use of any password or user ID or any other known or suspected breach of security, (b) report to r-daniel immediately and use reasonable efforts to stop any unauthorized use of the SAAS that is known or suspected by CUSTOMER or any of its users.
- CUSTOMER shall execute updates required for r-daniel Desktop User installations when those types of users are acquired.
- CUSTOMER shall be solely responsible for the acts and omissions of its Administrator Users, including any loss of data or functionality caused directly or indirectly by them.

6. PROHIBITED ACTIVITIES.

CUSTOMER shall not, and shall not permit anyone to:

- a. copy or republish the SAAS or any of its Software;
- b. modify or create derivative works based upon the SAAS or Documentation;
- c. remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Software, Platform, or Documentation used to provide the SAAS;
- d. reverse engineer, decompile, disassemble, translate, discover, or otherwise attempt to derive the source code of any portion of the Software used to provide the SAAS, except and only to the extent such activity is expressly permitted by applicable law;
- e. access the SAAS or use the Documentation to build a similar or competitive product.
- f. sub-license its right to access and use the SAAS;
- g. distribute, disclose, market, rent, lease, or transfer to any third party of the SAAS, including the Software or the Documentation, or use of them for service from which CUSTOMER receives compensation from subscription or service fees, except and only to the extent r-daniel expressly authorizes such activity;
- h. permit any unauthorized person or application to access or use the SAAS;
- i. republish or redistribute any content or material from the SAAS unless explicitly authorized by r-daniel;
- j. make any alteration to the Platform, except as permitted by the Documentation;
- k. conduct or request that any other person conduct any load testing or penetration testing on the Platform or SAAS without the prior written consent of r-daniel;
- l. interfering with, disrupting, or creating an undue burden on the SAAS, networks, and other connections; or using the SAAS in any way that causes, or may cause, damage to the SAAS or Platform or impairment of the availability or accessibility of the SAAS;
- m. interfering with, disrupting, or impeding the license check or updates required for r-daniel User Desktop installations;
- n. use the SAAS in any way that is unlawful, illegal, fraudulent, or harmful; or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity;
- o. attempting any unauthorized automated use of the SAAS, such as using scripts or mining tools with the intention of extracting data or other Content from the SAAS to create or compile a collection, directly or indirectly, without r-daniel's written permission;
- p. circumvent, disable, or otherwise interfere with security-related features of the SAAS;
- q. disparage, tarnish, or otherwise harm r-daniel, SAAS, or the Platform where the SAAS is offered;
- r. make improper use of our Support services, or make false reports of abuse or misconduct;
- s. use the SAAS in a manner that is inconsistent with its intended use or against any applicable laws;
- t. deleting copyrights, trademarks, disclaimers, or any other marks from the SAAS or its Content;
- u. engage in spamming, linking, or referring to other websites for commercial or other purposes;
- v. upload or transmit, or the attempt of such act, viruses, trojan horses, or other damaging or improper material that has the potential to interfere, modify, impair, disrupt, alter, or interfere with the SAAS or its features, functions, operations, or maintenance;
- w. upload or transmit, or the attempt of such act, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices, also known as "spyware," "passive collection mechanisms" or "PCM;"

- x. harassing, annoying, intimidating, or threatening any of the other users, employees, agents, contractors, or any other individual affiliated with r-daniel;
- y. disabling or attempting to turn off restrictions implemented by the SAAS that prohibit access to certain areas;
- z. export the SAAS or any related service in violation of US laws and regulations;
- aa. the CUSTOMER has no right to access the software code (including object code, intermediate code, and source code) of the SAAS's Platform or Software at any time;

7. CUSTOMER INPUT AND USER-GENERATED COMMUNICATION.

Subject to the terms and conditions of this SaaS Agreement, CUSTOMER shall grant to r-daniel a limited, non-exclusive, and non-transferable license to copy, store, configure, perform, display, and transmit CUSTOMER Content solely as necessary to provide the SAAS to CUSTOMER. The CUSTOMER also grants r-daniel the right to sub-license these rights to its cloud, connectivity, and telecommunications service providers strictly for this purpose and subject to any express restrictions elsewhere in this Agreement.

CUSTOMER retains ownership and intellectual property rights in and to its CUSTOMER Content. r-daniel retains all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement.

r-daniel shall have a royalty-free, irrevocable, perpetual license to use and incorporate into the SAAS any suggestions, enhancement requests, recommendations, or other feedback provided by CUSTOMER, including its end Users, relating to the operation of the SAAS.

CUSTOMER is solely responsible for collecting, inputting, and updating all customer content published to be stored on the SAAS and for ensuring that the Content does not:

- a. include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark, or other intellectual property right of any third party;
- b. contain anything obscene, defamatory, harassing, offensive, or malicious;
- c. CUSTOMER must not provide false identity information to gain access to or use the SAAS.
- d. infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute, or regulation in any jurisdiction and under any applicable law.

Our SAAS may allow CUSTOMER's users to chat, make postings, or other communication functionalities to other users within CUSTOMER's company and may provide them with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast Content and materials on the SAAS, including but not limited to, text, writings, graphics, comments, suggestions, personal information or other material (collectively known as the "Content"). When users create or make any content available on the SAAS, CUSTOMER accepts that it is solely responsible for any information and communication.

By posting CUSTOMER's content on the SAAS, CUSTOMER retains all rights to any content submitted, posted, or displayed. This license does not include the right for r-daniel to make CUSTOMER's content available to other users of the SAAS, 3rd parties, and the general public. r-daniel has a proper Data Security Risk Management framework in place and monitored, with the Security Officer as a leader. This framework includes the relevant technical and procedural measures, backup policy, contingency management, disaster recovery, business

continuity, and data protection risks assessment. This system is in place before processing CUSTOMER's data, and r-daniel properly maintains the framework and manages the risks for the duration of the SAAS. Binding corporate rules related to security and confidentiality exist with providers and distributors.

8. CONFIDENTIAL INFORMATION.

- a. Disclosure of Confidential Information. In connection with this Agreement, both parties may disclose, directly or indirectly, to the other party information considered confidential and proprietary information of the disclosing Party ("Confidential Information"). Information shall be considered Confidential Information if identified as confidential in nature by the disclosing Party at the time of disclosure or which by its nature is normally and reasonably considered confidential, such as information related to past, present, or future research, development, or business affairs, any proprietary products/services, materials or methodologies, or any other information which provides the disclosing Party with a competitive advantage, and also information that reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. The receiving Party shall protect the disclosing Party's Confidential Information with the same degree of care that it regularly uses to protect its Confidential Information from unauthorized use or disclosure but in no event less than a reasonable degree of care. Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SAAS Agreement, and shall not disclose such Confidential Information to any third party. Confidential information shall not be provided or disclosed to anyone except those employees and contractors of the receiving Party who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the execution of this SAAS agreement on behalf of the receiving Party. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information. No rights or licenses under patents, trademarks, or copyrights are granted or implied by any disclosure of Confidential Information. Confidential information thereof shall remain the property of the disclosing Party and shall be destroyed or returned if requested by the disclosing Party. This Section 8 shall survive the expiration or termination of this Agreement.
- b. Exceptions to Confidentiality. Notwithstanding any provision contained in this Agreement, neither Party will be required to maintain in confidence any of the information which: (i) at the time of disclosure to the receiving Party, is in the public domain; (ii) after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement; (iii) was in the receiving Party's possession (as reflected in its written records) at the time of disclosure by the disclosing Party, and which was not acquired, directly or indirectly, from the disclosing Party; (iv) the receiving Party can demonstrate, resulted from its own research and development, independent of disclosure from the disclosing Party; (v) the receiving Party receives from third parties, provided such information was not obtained by such third parties from the disclosing Party on a confidential basis; or (vi) is produced in compliance with applicable law or a court order, provided the other Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. The receiving Party may disclose Confidential Information of the other Party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving Party shall use reasonable efforts to

promptly notify the other Party before such disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

- c. Equitable Relief. Each Party acknowledges that any breach of its obligations concerning the proprietary rights of the other Party or such Party's licensors or third-party suppliers may cause such other Party irreparable injury for which there may be inadequate remedies at law and that such other Party and its licensors and third-party suppliers will be entitled to equitable relief, in addition to all other available remedies.

9. SERVICE LEVEL AGREEMENT

The Service Level Agreement ("SLA") for the SAAS is set forth in [Exhibit A](#). The SLA sets forth CUSTOMER's sole remedies for availability or quality of the SAAS, including any failure to meet any guarantee set forth in the SLA.

10. INTELLECTUAL PROPERTY.

Subject to the limited licenses granted herein, **r-daniel** or its providers shall own all rights, titles, and interests in and to the SAAS, Software, services, Documentation, and other deliverables provided under this SAAS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related to it and intellectual property rights therein. Such intellectual information is under **r-daniel** or its providers' ownership and protected by local, state, national, and international laws and will be defended. CUSTOMER agrees to assign all rights, titles, and interests it may have in the foregoing to **r-daniel**.

No intellectual property is permitted to be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for commercial purposes without **r-daniel**'s express prior written permission, or the permission of the rights owner in case of third-party components used by **r-daniel** in accordance with the third-party license.

r-daniel uses the TurboPack LockBox 3 library, which is subject to the Mozilla Public License Version 1.1 (the "License"). You may obtain a copy of the License at <https://www.mozilla.org/MPL/>. The Original Code is TurboPack LockBox. The Initial Developer of the Original Code is TurboPack. Portions created by TurboPack are Copyright (C) 2024. All Rights Reserved. Contributor(s): Jim McKeeth, Roman Kassebaum, Lucas Moura Belo, Vasilij Lutsenko. You can download it at <https://github.com/TurboPack/LockBox3>

r-daniel WebETL module contains the H2 database engine (<https://h2database.com/>), which is dual licensed and available under the MPL 2.0 (Mozilla Public License) or under the EPL 1.0 (Eclipse Public License). An original copy of the license agreement can be found at: <https://h2database.com/html/license.html>

11. SAAS MANAGEMENT.

To ensure the best experience for all users of the SAAS, we reserve the right to:

- Monitor the SAAS and compile information related to the performance of the Services for purposes of improving the SaaS service, including but not limited to how many times and how long they use the SAAS, which functions they use more often, and which ones they don't use; days or times of days they access more or less;

- Monitor the SAAS for violations of this Agreement by users;
- Take appropriate actions, including legal action, against those customers who may have violated this Agreement or have attempted to defraud or cause harm to r-daniel or other users;
- Otherwise, manage our SAAS in such a way as to protect our rights and property and to encourage the optimal running of said SAAS.

r-daniel shall pay all costs and expenses of any SAAS Management Audit; however, if such audit reveals that CUSTOMER has underpaid any Fee by two percent (2%) or more, CUSTOMER shall promptly pay all costs and expenses of such audit and shall pay any and all outstanding Fees along with interest at one and one-half percent (1.5%) per month on the unpaid balance.

12. PRIVACY POLICY.

CUSTOMER access to and use of the SAAS is conditional upon their acceptance of r-daniel's Privacy Policy as set forth in [Exhibit B](#). Our privacy policy describes r-daniel's rules and procedures on the collection, use, and disclosure of user's personal information at r-daniel's Web page and other interactions (i.e., customer support) you may have with r-daniel directly or through a distributor. It details their privacy rights and how the law protects them and such data.

CUSTOMER hereby acknowledges and agrees that r-daniel's performance of this SaaS Agreement may require r-daniel to process, transmit, and store CUSTOMER's data or basic contact data of CUSTOMER employees and Affiliates. By submitting basic contact data to r-daniel, CUSTOMER agrees that r-daniel and its Affiliates may process, transmit, or store such data only to the extent necessary for, and for the sole purpose of, enabling r-daniel to perform its obligations under this Agreement.

13. TERMINATION.

Either Party may terminate this SAAS Agreement immediately upon a material breach by the other Party that has not been cured within thirty (30) days after receipt of notice of such breach. r-daniel may terminate or suspend the CUSTOMER account if the CUSTOMER or any of its users violate this Agreement in any way. If the CUSTOMER account is suspended or terminated, r-daniel may or may not provide prior notice but shall immediately notify the CUSTOMER of the suspension, and the parties shall diligently attempt to resolve the issue. Upon termination, CUSTOMER access to the SAAS will cease immediately.

r-daniel shall not be liable to CUSTOMER or any third party for any liabilities, claims, or expenses arising from or relating to any suspension of the SAAS in accordance with this Section 13.

Upon termination of this SaaS Agreement or expiration of the Subscription Term, r-daniel shall immediately cease providing the SAAS, and all usage rights granted under this SAAS Agreement shall terminate. If r-daniel terminates this SAAS Agreement due to a breach by CUSTOMER, then CUSTOMER shall immediately pay to r-daniel all amounts then due under this SAAS Agreement and to become due during the remaining Term of this SAAS Agreement. If CUSTOMER terminates this SAAS Agreement due to a breach by r-daniel, then r-daniel shall

immediately repay CUSTOMER all pre-paid amounts for any unperformed SAAS scheduled to be delivered after the termination date.

Upon termination of this SaaS Agreement and subsequent written request by the disclosing Party, the receiving Party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving Party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

The SAAS does not include the delivery of database backups or any other types of delivery of the data residing at r-daniel's SAAS database, neither while the service is active nor upon termination. This is because the portability of the data transferred to the SAAS does not apply as the Customer governs the original data, and a company different from r-daniel won't be able to operate the processed data as r-daniel's proprietary technology manages it.

14. GOVERNING LAW.

The laws of Delaware shall govern this Agreement, including CUSTOMER's use and access to the SAAS. CUSTOMER use of this SAAS may be subject to other local, state, national, and international laws. For EU Customers, the additional terms apply as set forth in [Exhibit D](#).

15. DISPUTE RESOLUTION.

If any party should raise any dispute about the SAAS, it is required first to attempt to resolve the disagreement formally by contacting the other Party.

Any dispute, controversy, or claim arising from or relating to this Agreement or the breach, termination, or validity will be submitted to arbitration as prescribed herein.

The parties will agree on a single arbitrator engaged in law practice within thirty (30) days of receipt of a notice of intent to arbitrate. Such arbitrators will be knowledgeable about the computer software industry and computer software law and conduct the arbitration under the current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator will be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration will be conducted in the county where a party seeking legal or equitable relief would bring such action. There will be no discovery other than the exchange of information provided to the arbitrator by the parties. The arbitrator's decision and award will be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereon. Any duty to arbitrate under this Agreement will remain in effect and enforceable after termination of this Agreement for any reason. Because legal counsel has represented both parties to this Agreement, and the parties have had the opportunity to negotiate individual provisions of this Agreement, the arbitrator will not construe any ambiguity that may exist in this Agreement in favor of or against either Party.

16. WARRANTY DISCLAIMER.

r-daniel represents and warrants that it will provide the SAAS professionally consistent with general industry standards and that the SAAS will perform substantially in accordance with

the Documentation. For any breach of a warranty, CUSTOMER's exclusive remedy shall be as provided in Section 13, Termination.

CUSTOMER recognizes that the SAAS is provided on an "as-is," "where is," and "as available" basis, including faults and defects without warranty. To the maximum extent permitted under applicable law, r-daniel, on its behalf and those of its affiliates, licensors, and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, concerning the said SAAS offered, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of the course of dealing, course of performance, usage or trade practice. CUSTOMER acknowledges that r-daniel does not control data transfer over communications facilities, including the Internet, and that the SAAS service may be subject to limitations, delays, and other problems inherent in using such communications facilities.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, r-daniel AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING BY COURSE OF CONDUCT OR PERFORMANCE, CUSTOM OR USAGE IN THE TRADE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. r-daniel AND ITS SUPPLIERS DO NOT WARRANT THAT THE USE OF ANY LICENSED SOFTWARE FURNISHED IN CONNECTION WITH THIS AGREEMENT WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE.

17. LIMITATION OF LIABILITY.

r-daniel'S LIABILITY AND THAT OF ITS SUPPLIERS FOR DAMAGES UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY THE CUSTOMER TO r-daniel FOR THE SAAS OR THE SERVICES AS TO WHICH THE CLAIM AROSE. NEITHER r-daniel NOR ITS SUPPLIERS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, OR PROFITS, HOWEVER ARISING, EVEN IF r-daniel HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY SIMILAR CLAIM AGAINST LICENSEE BY ANY OTHER PARTY. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY AND RISK, WHICH IS SET FORTH IN THIS SECTION.

18. INDEMNIFICATION.

- a. Indemnification by CUSTOMER. CUSTOMER agrees to defend, indemnify, and hold r-daniel harmless, including any of our subsidiaries, agents, or affiliates, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of the use of the SAAS, including the violation of the rights of a third-party, including but not limited to intellectual property rights, related with the information CUSTOMER publishes into our SAAS; any breach of this Agreement; any breach of representations and warranties set forth in this Agreement.
- b. Indemnification by r-daniel. r-daniel agrees to defend, indemnify, and hold CUSTOMER harmless, including any of its subsidiaries, agents, or affiliates, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third-party against CUSTOMER that the SAAS infringes any patent, copyright or trademark, or misappropriates any trade secret; any breach of this Agreement; any breach of representations and warranties set forth in this Agreement. r-daniel shall have no liability for any claim based on (a) the CUSTOMER Content, (b) modification of the SAAS

not authorized by r-daniel, or (c) use of the SAAS other than in accordance with the Documentation and this SaaS Agreement.

- c. Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other Party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other Party's expense for assistance, information, and authority reasonably requested by the other Party in the defense and settlement of the claim.

19. FORCE MAJEURE

A delay by a Party in the performance of its obligations under this Agreement shall not be deemed a default of this Agreement to the extent that such delay is attributable to a Force Majeure Event and could not have been prevented or minimized by the non-performing Party by means of the exercise of reasonable precautions, or cannot reasonably be circumvented by the non-performing Party in a commercially reasonable manner.

If a Force Majeure Event prevents, hinders, or delays a Party's ability to perform for more than sixty (60) days and materially and adversely affects the other Party, then the other Party may, in its reasonable discretion, choose to terminate the Agreement upon written notice.

20. NOTICES.

Except as explicitly stated otherwise, any notices sent to us must be sent to the e-mail supportrdaniel@r-daniel.ai. Any notices sent to you regarding any communication that must be sent in accordance with this Agreement will be sent to the e-mail registered to any account created on the SAAS, directly or through a distributor. For EU Customers, additional notices apply as set forth in [Exhibit D](#).

21. ASSIGNMENT.

Neither Party may assign this SAAS Agreement or any right under this SaaS Agreement without the consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may assign this Agreement to an acquirer of all or substantially all of the business of such Party to which this Agreement relates, whether by merger, asset sale or otherwise related. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either Party may employ subcontractors to perform its duties under this Agreement, provided that such Party shall not be relieved of any obligation under this Agreement.

22. ATTORNEY FEES.

In the event that any legal action, including arbitration, is required to enforce or interpret any of the provisions of this Agreement, the prevailing Party in such action will recover all reasonable costs and expenses, including attorney fees, incurred in connection therewith and on any appeal.

23. ELECTRONIC MEANS.

You consent that all agreements, notices, disclosures, and other communications we electronically provide to you satisfy any legal requirement that such communication be in

writing. You hereby agree that using such electronic means will be regarded as sufficient and viewed as the same as its physical counterpart. Furthermore, you waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction requiring an original signature or delivery or retention of non-electronic records.

24. MISCELLANEOUS.

- a. The parties acknowledge that the SAAS may contain Software and materials licensed by **r-daniel** from third parties. They may be direct and intended third-party beneficiaries of this Agreement and may be entitled to enforce it directly against the Licensee.
- b. The SAAS is a "commercial item", as that Term is defined at 48 CFR 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (Sept. 1995). Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various US government agencies, as applicable), all US Government users acquire the SAAS with only those rights set forth herein. The manufacturer is **r-daniel** Inc.
- c. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
- d. If any provision of this Agreement is held to be unenforceable, this Agreement will be construed without such provision.
- e. The failure by a party to exercise any right hereunder will not operate as a waiver of such Party's right to exercise such right or any other right in the future.
- f. In performing their obligations under this Agreement, the parties shall comply with all applicable laws and export and import regulations. Each Party shall take all necessary actions and precautions to ensure it does not contravene such laws or regulations.
- g. CUSTOMER acknowledges that SAAS is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict **r-daniel**'s ability to provide the SAAS or other technology, including any features or functionality, to other parties.
- h. This SAAS Agreement (including all Schedules) contains the entire Agreement of the parties and supersedes all previous oral and written communications by the parties concerning the subject matter of this SAAS Agreement.
- i. **r-daniel** may include CUSTOMER's name and logo in its CUSTOMER lists and on its website. Upon signing, **r-daniel** may issue a high-level press release announcing the relationship and how CUSTOMER will use the SAAS solution. **r-daniel** shall coordinate its efforts with appropriate communications personnel in CUSTOMER's organization to secure press release approval if necessary.
- j. Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SAAS. CUSTOMER agrees that such export control laws govern its use of the SAAS (including technical data) and any services deliverables provided under this Agreement. CUSTOMER agrees to comply with all such export laws and regulations. CUSTOMER agrees that no data, information, software programs, or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, violating these laws.
- k. This SaaS Agreement is an agreement between the parties and confers no rights upon either Party's employees, agents, contractors, partners of CUSTOMERS, or any other person or entity. The parties have the status of independent contractors, and nothing in this Agreement nor the parties' conduct will be deemed to place the parties in any other relationship. Except as provided in this SaaS Agreement, neither Party shall be responsible for the acts or omissions of the other Party or the other Party's personnel.

I. For EU Customers, the additional terms apply as set forth in [Exhibit D](#).

The CUSTOMER agrees that this Agreement will not be construed against **r-daniel** by virtue of having been drafted and published. Therefore, CUSTOMER agrees to waive any and all defenses that may have been assumed under this Agreement and the lack of signing by any party hereto.

If this Agreement (including its Exhibits) has been translated, CUSTOMER agrees that its original English text shall prevail in the case of a dispute.

Document change history

Version	Description	Date	By
1.0	First version	08/09/2023	Cristina Sarmiento
2.0	Clarifications to the terms, Title	01/18/2024	Cristina Sarmiento
3.0	Desktop user addition. Clarifications	02/22/2024	Cristina Sarmiento
4.0	EU Customers explicit definitions and terms, Desktop User excluded from no delivery of software copies, more explicit prohibition of inclusion of personal data in the SAAS, r-daniel's data security system definition, clarification on privacy policy scope	10/24/2024	Cristina Sarmiento
5.0	Non-working links corrections, remotion of duplicate document date	12/04/2024	Cristina Sarmiento

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