

SOFTWARE END USER LICENSE AGREEMENT (EULA)

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered by and between Structured Solutions Inc. ("SSI") and Licensee.

RECITALS

A. SSI is the owner of, or has acquired rights to, the Software and Documentation (as defined below).

B. SSI desires to grant to Licensee and Licensee desires to obtain from SSI a nonexclusive license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS

1.1 "Designated Equipment" shall mean the hardware products identified on Exhibit "A" with which the Software is licensed for use.

1.2 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software, which are furnished to Licensee by SSI in connection with the Software.

1.3 "Software" shall mean the computer programs in machine readable object code form listed in Exhibit "A" attached hereto and any subsequent error corrections or updates supplied to Licensee by SSI pursuant to this Agreement. Exhibit "A" may be amended from time to time by the parties in writing.

1.4 "Maintenance & Support (M&S)" shall mean updates, upgrades and end user support and public webinar services, listed in Exhibit "B" attached hereto, provided by SSI to licensee and its users of SSI software. The initial coverage period of M&S is one-year (365) days from the date of initial

software order placement.

2. GRANT OF RIGHTS

The License granted for Software under this Agreement authorizes Licensee on a nonexclusive basis to use the Software on the number of primary systems of Designated Equipment identified on Exhibit "A" hereto for the license term set forth on Exhibit "A".

3. DELIVERY

3.1 Software. SSI shall deliver to Licensee an Internet link to the current master copy of the Software licensed hereunder in object code form, suitable for download and installation via an executable file named SetupSSITools.exe.

3.2 Documentation. SSI shall deliver copies of Documentation. [Note: Where Documentation can also be delivered electronically, combine 3.1 and 3.2 into one provision.]

4. MODIFICATIONS

4.1 Error Corrections and Updates. SSI will provide Licensee with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with SSI's release schedule for a period of one (1) year from the date of shipment.

4.2 Other Modifications. Licensee may, from time to time, request that SSI incorporate certain features, enhancements, or modifications into the Software. SSI may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of SSI's licensees.

4.3 Title to Modifications. All such error corrections, bug fixes, patches, updates, or other modifications shall be the sole property of SSI.

5. COPIES

5.1 Machine Readable Matter. Except as specifically set forth herein, any Software provided in machine readable form may not be copied by Licensee in whole or in part, except for Licensee's backup or archive purposes. Licensee agrees to maintain appropriate records of the number and location of all copies of the Software and make such records available upon SSI's request. Licensee further agrees to reproduce all copyright and other proprietary notices on all copies of the Software in the same form and manner that such copyright and other proprietary notices are originally included on the Software.

6. LICENSE FEES AND PAYMENT

6.1 License Fee. In consideration of the license rights granted in Article 2 above, Licensee shall pay the License Fees or other consideration for the Software and Documentation as set forth on Exhibit "A" attached hereto. All amounts payable hereunder by Licensee shall be payable in United States funds. Checks or ACH delivery shall be made payable to SSI and shall be forwarded to the Office at SSI as follows:

Structured Solutions Inc.
386 Rim Trail
Prescott, AZ 86303

6.2 Taxes and Other Charges. Licensee shall be responsible for paying all (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Software or Documentation hereunder, (ii) freight, insurance, and installation charges, and (iii) import or export duties or like charges.

7. PROTECTION OF SOFTWARE

7.1 Proprietary Notices. Licensee agrees to respect and not to remove,

obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

7.2 No Reverse Engineering. Licensee agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

7.3 Ownership. Licensee further acknowledges that all copies of the Software in any form provided by SSI or made by Licensee are the sole property of SSI (and/or its suppliers). Licensee shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of SSI's proprietary rights therein.

8. CONFIDENTIALITY

8.1 Acknowledgement. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of SSI, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

8.2 Maintenance of Confidential Information. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use or disclosure to others not parties to this Agreement of such confidential information as can be established to: (a) have been known publicly; (b) have been known generally

in the industry before communication by the disclosing party to the recipient; (c) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information. Additionally, this Agreement is subject to release of information required under Federal law, and the confidential information rules of 552.212-4.

8.3 Injunctive Relief. Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software and Documentation or copies thereof will (i) substantially diminish the value to SSI of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render SSI's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, SSI shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

8.4 Survival. Licensee's obligations under this Article 8 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

9. WARRANTIES; SUPERIOR RIGHTS

9.1 Ownership. Except for the rights, if any of the Government of the United States, as set forth herein below, SSI represents its belief that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses there under, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.

9.2 Limited Warranty. SSI represents and warrants to Licensee that the Software, when properly installed by Licensee and used with the Designated Equipment, will perform substantially as described in SSI's then current Documentation for such Software for a period of one-year (365) days from the date of shipment.

9.3 Limitations. Notwithstanding the warranty provisions set forth in Section 9.2 above, all of SSI's obligations with respect to such warranties shall be contingent on Licensee's use of the Software in accordance with this Agreement and in accordance with SSI's instructions as provided by SSI in the Documentation, as such instructions may be amended, supplemented, or modified by SSI from time to time. SSI shall have no warranty obligations with respect to any failures of the Software, which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

9.4 Licensee's Sole Remedy. With exception to SSI's indemnification obligations in paragraph 9.6, SSI's entire liability and Licensee's exclusive remedy shall be, at SSI's option, either (a) return of the price paid or (b) repair or replacement of the Software upon its return to SSI; provided SSI receives written notice from Licensee during the warranty period of a breach of warranty, except as provided in 552.212-4(m). Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

9.5 Disclaimer of Warranties. SSI DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 9.2 ABOVE ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY SSI. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE AND DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SSI HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF SSI IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF SSI AS SET FORTH HEREIN.

9.6 Limitation of Liability. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH SSI IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY SSI OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT NEITHER LICENSEE NOR SSI SHALL BE RESPONSIBLE FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE SOFTWARE OR DOCUMENTATION. SSI agrees to indemnify and hold harmless Licensee against any and all claims arising from trademarks, copyright, patents, or any other intellectual property owned by SSI. The essential purpose of this provision is to limit the potential liability of Licensee and SSI arising out of this Agreement. The parties acknowledge that the limitations set forth in this Article 9 are integral to the amount of consideration levied in connection with the license of the Software and Documentation and any services rendered hereunder and that, were SSI to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

10. NONASSIGNABILITY

Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of SSI.

11. GOVERNING LAW; JURISDICTION AND VENUE

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws and regulations of the State of Arizona. The Arizona state courts of County, Arizona (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Arizona) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

12. GOVERNMENT CONTRACTS

If the Software or Documentation to be furnished hereunder are to be used in the performance of a government contract or subcontract, the software shall be provided on a "restricted rights" basis only and Licensee shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations. SSI shall not be subject to any flow down provisions required by the governmental customer unless agreed to by SSI in writing.

13. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

14. MISCELLANEOUS

This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released, or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement (by their signatures on Exhibit A) as of the date first set forth above.

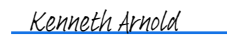
SIGNATURES

By:

Structured Solutions Inc.

By:

Licensee


Kenneth Arnold (Dec 20, 2023 09:24 MST)

Signature

Date

Kenneth Arnold

Print Name

Chief Information Officer

Title

Signature

Date

Print Name

Title

EXHIBIT A: SOFTWARE AND CONSIDERATION

Description of Software & Documentation

SSI Tools Bundled Package includes all three of the following products:

1. **SSI Tools for Microsoft Project version 13.x or higher** – An add-in for *Microsoft Project* that helps schedulers and project managers do many things such as automatically display the driving path to any item in the schedule, perform schedule health checks like the 14-Point Assessment, generate time-phased resource data, run Schedule Risk Assessments (SRAs) and Sensitivity Analyses, and various other features.
2. **SSI Presentation Professional version 4.x or higher** – An add-in for *Microsoft PowerPoint* that allows users to automatically create and update engaging schedule charts and roadmaps straight in PowerPoint from real *Microsoft Project* data. As dates in the Project change, Presentation Professional can automatically keep the PowerPoint charts in sync.
3. **SSI Tools for Microsoft Excel version 2.x or higher** – An add-in for *Microsoft Excel* that helps users work with *Microsoft Project* data in *Excel Spreadsheets*, create *Excel* based performance reports, *Excel* based status “to-do” lists, and *Excel* based resource loading sheets from real Microsoft Project data that can be easily distributed to team members.

SSI Tools licenses are perpetual.

Designated Equipment:

PC Running Microsoft Windows 10 operating system or higher, Microsoft Office 2013 or higher, Microsoft Office 365 and Microsoft Project 2013 or higher.

License key activations:

License keys, used to activate SSI Tools, may be assigned, and reassigned to replacement end users and end user equipment. Activations by one end user having more than one end user device is considered only one activation.

Therefore, as an example, a user having a classified, unclassified, desktop, travel, conference room and personal end user device consumes only one license key activation.

License Fee:

Per quotation, includes first year of maintenance and support (M&S). M&S is renewable annually per quotation.

License Agreement:

By this agreement, SSI grants Licensee, license for (##) end user(s) (by workstations) to the product(s) listed above.

EXHIBIT B: Maintenance & Support (M&S)

Description of Maintenance & Support (M&S)

M&S shall mean updates, upgrades, support, and education services provided by SSI to Licensee and its registered and active end users of SSI Software. The initial coverage period of M&S is one-year (365) days from the date of initial software order placement. M&S includes:

- **Product Updates** include minor releases to address Change Requests (CRs) and Problem Reports (PRs) as well as releases that support changes to the Microsoft Project, Microsoft Office, or Microsoft Windows operating environments.
- **Product Upgrades** include major releases that significantly improve or add new features to the SSI Toolset.
- **Maintenance & Support (M&S)** includes one-on-one telephone, email and online support for the installation and use of SSI Tools. M&S includes troubleshooting end user system and environment configurations necessary to support the full functional operation of SSI Tools and its compatibility with third party add-ins. M&S includes end user help and guidance related to industry standard best practices. Additionally, Structured Solutions maintains a knowledge base of issues related to Microsoft Windows and Microsoft Office Service Releases that affect SSI Tools and can inspect and advise end users if these updates are required.
- **Recorded Video “how-to” library** via SSI’s YouTube channel and/or video source files for local hosting.
- **Webinar Training** sessions open to all active M&S users. Our current catalog includes approximately 15 topics as one to two-hour live sessions.
- **Unlisted YouTube** recorded training content.
- **Access to a ssitools.com account.**

On-site Training and Professional Services:

Custom on-site and/or remote training and consulting is available, but is not included in M&S.

2023-12-20_SSI_EULA

Final Audit Report

2023-12-20

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