



Analog Informatics™
Corporation

Customer Agreement

Copyright © 2026 Analog Informatics Corporation. All rights reserved.

This Customer Agreement (the "**Agreement**") is made as of _____ ("**Execution Date**") and is effective as of _____ ("**Effective Date**"), by and between:

(a) Analog Informatics Corporation, a Delaware corporation with its principal place of business at 3626 North Hall Street, Suite 610, Dallas, TX 75219 ("**Provider**"); and

(b) _____ ("**Customer**").

Provider and **Customer** are the Parties. This Agreement regulates only those two Parties.

1. ACCEPTANCE AND INCORPORATED INSTRUMENTS

Customer accepts this Agreement and the following instruments in effect on the Subscription Start Date by an affirmative electronic act after the terms are presented: the Software License Terms (also the End User License Agreement ("**EULA**")) in the clickwrap form, the Product Terms, the Data Protection Addendum ("**DPA**"), and the Price List.

An affirmative electronic act includes clicking I accept or I agree in Provider's portal, placing an Order that references this Agreement, or completing a Cloud Marketplace subscribe or private-offer accept. Signature on this Agreement is not required for a commercial subscribe.

The Software License Terms remain the Customer license. This Agreement does not restate that license.

Conflict: the Software License Terms control over Product Terms on license grant, keys, export, and liability; Product Terms control on use rights and delivery; the DPA controls on personal and regulated data processing; the Price List controls on fees; this Agreement controls on acceptance, Order mechanics, and the billing path stated here.

1.1 Document Kit

The following Customer instruments are the Document Kit. They bind or may bind Customer as stated in this Article. This Section names those instruments. It does not restate their text.

- (a) Customer Agreement (this Agreement);
- (b) Software License Terms (Clickwrap) (also the EULA);
- (c) Software License Terms (Signed Copy), which is a backup only for a United States Government Customer or when the Parties agree in writing that a signed copy is required;
- (d) Product Terms;
- (e) Data Protection Addendum (the DPA); and
- (f) Price List.

2. LICENSE

Provider licenses the Software to Customer under the Software License Terms. Provider remains the sole licensor. No sublicense is granted. A partner that invoices **Fees** is seller of record of that commercial sale only. That partner does not become a Party, a licensor, or a sublicensor.

3. ORDERS

An **Order** identifies quantities, term, and **Fees**. An Order may be issued to Provider, to a Cloud Marketplace, or to a Designated Seller of Record. Preprinted, standard, or additional terms on any Order are of no effect. If an Order conflicts with this Agreement or the Software License Terms, those instruments control, except as to quantity, term, and price.

An Order for Professional Services is a separate contract with the party that performs those services.

4. FEES

Customer shall pay **Fees** as stated in the Software License Terms and the Price List. A Designated Seller of Record or a Cloud Marketplace may invoice **Fees**. That path is how Customer pays. It does not change the license.

Prices may change without advance notice, as stated in the Price List.

5. TERM

This Agreement begins on the Effective Date and continues for the paid Subscription term, including any renewal Customer purchases. Termination and disablement follow the Software License Terms. Provisions that by their nature should survive termination survive, including payment, confidentiality, intellectual property, warranty, limitation of liability, and this Section. The license in Article 2 ends on termination.

6. GENERAL

The Parties are independent contractors. Assignment, notices, confidentiality, export, governing law, and binding arbitration follow the Software License Terms. This Agreement may be amended only in writing signed by both Parties. An affirmative electronic act under Article 1 satisfies any applicable requirement that this Agreement be in writing or signed, to the extent permitted by law.

7. SIGNED COPY

Signature blocks are used only if Customer is a United States Government entity, or if Customer and Provider agree in writing that a signed copy is required. A signed copy, if used, is the same Agreement. It does not create a second agreement and does not replace the Software License Terms. A commercial subscribe does not require a signature on this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement when this Article 7 applies.

Provider

Analog Informatics Corporation

A Delaware corporation

Authorized Signature

Printed Name: Philip Lieberman

Title: President

Date:

Customer

Authorized Signature

Printed Name: _____

Title: _____

Date:

The individual signing on behalf of Customer represents and warrants that they are an authorized representative of Customer and have authority to bind Customer to this Agreement.