

## SIXCLEAR JADE LICENSE AGREEMENT

### RECITALS

IN ACCORDANCE WITH THE APPLICABLE ORDER, SIXCLEAR PROVIDES JADE SOFTWARE TO YOU (ALSO REPRESENTED AS "YOUR") FOR THE PURPOSE OF DEVELOPING AND DEPLOYING "JADE APPLICATIONS" SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ANY ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE APPLICABLE ORDER.

THE LICENSE GRANTED BELOW GOVERNS YOUR USE OF THE SOFTWARE. THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND SIXCLEAR LLC AND ITS SUBSIDIARIES (COLLECTIVELY "SIXCLEAR").

THERE MAY BE ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CERTAIN COMPONENTS OF THE SOFTWARE, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. YOU AGREE TO ABIDE BY SUCH OTHER TERMS AND CONDITIONS. TO THE EXTENT THAT A CONFLICT EXISTS BETWEEN THE TERMS PROVIDED BELOW AND THOSE POSTED FOR OR APPLICABLE TO CERTAIN COMPONENTS OF THE SOFTWARE, THE LATTER ARE CONTROLLING.

### TERMS AND CONDITIONS

#### 1. Definitions

##### a. General Definitions

- i. "Agreement" refers to this agreement in its entirety.
- ii. "Authorized Reseller" refers to a reseller, distributor, or other partner authorized by Sixclear to sell one or more Sixclear products including Sixclear JADE.
- iii. "Confidential Information" refers to confidential and/or proprietary information to be protected according to the terms of the Confidential Information section of this agreement.
- iv. "Notice" refers to communication sent by Sixclear in relation to an Order, License, or the Software.
- v. "Order" refers to an order, such as a purchase order, online purchase, or other commitment to pay for the Software, entered into between You and Sixclear, specifying the License You have ordered, and the Fees owed thereunder, and such other terms as are agreed, including any addenda and supplements thereto.
- vi. "Sixclear" refers to the Texas, USA company with the legal name Sixclear Limited Liability Company.
- vii. "License" refers to a JADE license You purchase under an Order for Your use of the Software and Support Services in accordance with the Agreement.
- viii. "License Fees" or simply "Fees" refer to the fees payable by You for the License as set out in an Order.
- ix. "Support Services" refers to the support services that Sixclear provides to You in relation to the Software.
- x. "You" refers to the company, individual, or entity that enters into the applicable Order, and thereby also this Agreement, with Sixclear.

##### b. Software Definitions

- i. "Software" refers to the JADE application development environment, Plugins developed and provided by Sixclear, supporting applications, support files, Associated Documentation, JADE SDK, JADE DEVKIT, examples including, but not limited to, JADE applications (JADA files) and any associated files, Plugin Integrations, build processes,

other assets noted herein, any configuration associated with the assets noted herein, and any error corrections, updates, or new releases thereto provided by Sixclear.

- ii. "Plugin Integration" refers to an integration or adaptation, in any form, which Sixclear allows for a Plugin in order to modify, enhance, or constrain its behavior or abilities.
- iii. "JADE Plugin" or simply "Plugin" refers to a modular component which integrates into the Software
- iv. "JADE SDK" or simply "SDK" refers to the libraries and related assets Sixclear provides to facilitate Plugin development and any allowed Plugin Integrations.
- v. "JADE DEVKIT" or simply "DEVKIT" refers to the set of tools Sixclear provides to develop and deploy Plugins.

c. Release Definitions

- i. "Major Release" refers to a Release of the Software that is designated by Sixclear with a change to the Major part of the version number convention as defined for a Release.
- ii. "Minor Release" refers to a Release of the Software that is designated by Sixclear with a change to the Minor part of the version number convention as defined for a Release.
- iii. "Patch Release" refers to a Release of the Software that is designated by Sixclear with a change to the Patch part of the version number convention as defined for a Release.
- iv. "Release" refers to any new Major Release, Minor Release, or Patch Release that Sixclear makes available to You for Your License, where the version number convention is: <Major>.<Minor>.<Patch> (ex. 3.2.1)

2. License

- a. In accordance with the applicable Order and subject to the terms and conditions of this Agreement and any additional terms and conditions of the applicable Order, Sixclear grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software.
- b. You receive no rights to the Software other than those specifically granted.

3. Restrictions

- a. You may not distribute, sell, lease, lend, or sublicense the Software or any Component as an independent product.
- b. You may not use the Software (i) to develop any application or program containing viruses or code that is intended to damage or detrimentally interfere with or surreptitiously intercept or expropriate any system, data or information, unless under the direct guidance of the government of the United States of America with the intent to save lives; (ii) in a way that violates any law or regulation enforceable by law in the jurisdiction of use; (iii) that interferes with the operation of any Sixclear Product; (iv) that competes with any Sixclear product, service, or business interest.
- c. You understand that the Software provided by Sixclear, to include the third party technologies provided, may have their own licenses or terms of use, which may or may not be made immediately available at the time you enter into this Agreement, but which you are subject to should you use the Software.

4. Intellectual Property

- a. You understand and agree that Sixclear and its suppliers retain all legal rights, title, and interest (to include but not limited to patent, copyright, trademark, trade secret and moral rights) globally to any intellectual property included in the Software. All rights are reserved. Accordingly, You agree not to assert any intellectual property rights related to the Software against Sixclear or its suppliers.
- b. You are expressly prohibited from using the Sixclear trademark and trade name and Sixclear Product names in any way and anywhere (to include but not limited to use in Your business's trade names or business names, domain names, or product names) without prior authorization from Sixclear.

5. Feedback

- a. Sixclear may, at its sole discretion and without restriction, use any feedback, suggestions, and ideas ("Feedback") You provide. You hereby grant Sixclear a perpetual, worldwide, fully transferable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display Feedback in any manner and for any purpose.

## 6. Confidential Information

- a. Definition. When one party to this Agreement ("Discloser") discloses information to the other ("Recipient"), such information will be deemed "Confidential Information" which includes, but is not limited to: (a) any document Discloser marks "Confidential"; (b) any information Discloser orally designates as "Confidential" at the time of disclosure, provided Discloser confirms such designation in writing within ten (10) business days; (c) the non-public features and functions of the Software, for which Sixclear is Discloser; and (d) any other non-public, sensitive information disclosed by Discloser. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Discloser.
- b. Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "Purpose"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Confidential Information section of the Agreement; and (b) shall not disclose Confidential Information to any other third party without Discloser's prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.
- c. Injunction. Recipient agrees that breach of this Confidential Information section of the Agreement would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- d. Termination. With respect to each item of Confidential Information, the obligations set forth in this Confidential Information section of the Agreement will terminate after the maximum allowed duration by law in the state or jurisdiction in which this term is being interpreted. In places where the law dictates that an explicit, finite duration be specified in this agreement, the applicable duration shall be three (3) years after the date of disclosure.
- e. Return. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.
- f. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.

## 7. Delivery & Updates

- a. The Software shall be deemed delivered once the Software is made available to You for download, or otherwise made available and You or Your agents, consultants, or any other representatives are notified of the Software's availability.

- b. Sixclear may provide You with updates by making them available to You for download or sending them to You. Updates may not include or support all existing features, services, or peripheral devices associated with the Software. You may obtain updates only from Sixclear or authorized sources. Sixclear may need to update Your system to provide You with updates.
- c. If enabled, the Software may periodically check for, download, and/or install updates for You. If You opt to use automatic updates, or do not turn off automatic updates, in accordance with the Associated Documentation, You agree to receive automatic updates without any additional notice.

#### 8. Support

- a. Support Services may be provided with, or in addition to, the License in accordance with the Order. Unless otherwise specified in Your Order, Sixclear provides Support Services for the most current Major Release of the Software. To ensure full use of the Support Services, You are advised to update and maintain Your License to the latest Major Release. Sixclear may, at its sole discretion, provide support for earlier versions of the Software.

#### 9. Payment & Fees

- a. You agree to pay Fees for Your License as defined in the applicable Order. Any changes to the Fees in the original applicable Order, or payment structure thereof, must be agreed upon by the parties in writing.
- b. If You fail to pay Your License Fees, Sixclear may suspend Your right to use the Software.
- c. If Your License is purchased through an Authorized Reseller, Sixclear may suspend Your right to use the Software in the event Sixclear fails to receive payment for Your License, or Sixclear confirms that You have not paid the Authorized Reseller for such License.

#### 10. Representation

- a. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

#### 11. Warranty Disclaimer

- a. SIXCLEAR DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE USE OF THE SOFTWARE, TO INCLUDE BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES THAT THE SOFTWARE WILL BE ACCURATE, FREE OF ERRORS OR DEFECTS, FREE OF VIRUSES OR CONTAMINATION, UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SOFTWARE IS PROVIDED "AS-IS". YOU ASSUME ALL RISK ASSOCIATED WITH YOUR USE OF THE SOFTWARE. YOUR SOLE REMEDY AGAINST SIXCLEAR FOR DISSATISFACTION WITH THE SOFTWARE OR FOR ANY DAMAGE CAUSED THEREBY IS TO STOP USING SUCH SOFTWARE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES..

#### 12. Limitation of Liability

- a. YOU AGREE NOT TO TAKE ANY LEGAL ACTION OR MAKE ANY CLAIM AGAINST SIXCLEAR OR ANY OF ITS SUPPLIERS IN RELATION TO THE SOFTWARE AND/OR YOUR USAGE THEREOF. FURTHERMORE YOU AGREE NOT TO SUPPORT ANY SUCH ACTIONS OR CLAIMS BY ANY OF YOUR CUSTOMERS IN RELATION TO THEIR USE OF THE SOFTWARE.
- b. YOU ACKNOWLEDGE AND AGREE THAT ANY USE OR DISSEMINATION BY YOU OF THE SOFTWARE IS YOUR SOLE RESPONSIBILITY AND AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT SIXCLEAR BEARS NO LIABILITY OR RESPONSIBILITY FOR SUCH USE OR DISSEMINATION. AS SUCH, EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL SIXCLEAR BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, TO INCLUDE DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL,

EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER RELATED TO BUSINESS INTERRUPTION/WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER MALFUNCTION OR FAILURE, BODILY HARM, DEATH, OR OTHERWISE, EVEN IF SIXCLEAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- c. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, SIXCLEAR IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SOFTWARE, SIXCLEAR'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT ALLOWED BY THE LAW.

#### 13. Indemnification

- a. YOU AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS SIXCLEAR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARENTS, SUBSIDIARIES, AND SUCCESSORS AGAINST ANY AND ALL CLAIMS, TO INCLUDE ATTORNEYS' FEES, MADE REGARDING (I) YOUR USE OF THE SOFTWARE, (II) ANY APPLICATION YOU DEVELOP THEREFROM, (III) ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM THAT ARISES FROM YOUR USE OF THE SOFTWARE OR ANY APPLICATION YOU DEVELOPED THEREFROM, AND/OR (IV) YOUR BREACH OF THIS AGREEMENT.

#### 14. Term & Termination

- a. Your rights under this Agreement may be terminated by Sixclear immediately and without notice if You fail to comply with any term or condition of this Agreement. Upon such termination, or should You decide to terminate this Agreement, Your license to use the Software will terminate immediately and You must immediately cease using the Software, and destroy all complete and partial copies of the Software within Your possession or control.
- b. The following provisions will survive the termination or expiration of this Agreement: (i) any obligation You have to pay fees incurred before termination, (ii) the following sections of this Agreement: Restrictions, Intellectual Property, Feedback, Confidential Information, and (iii) any other provision of this Agreement that must survive to fulfill its essential purpose.

#### 15. Miscellaneous

- a. Independent Contractors. The parties are independent contractors and will represent themselves as such in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- b. Notices. Sixclear may send You Notices with respect to this Agreement via any email, or any other means, You provide in relation to downloading or purchasing the Software. Notices shall become effective immediately upon Sixclear providing them.
- c. Force Majeure. No delay, failure, or default, other than a failure to pay license fees or maintenance and support fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- d. Assignment & Successors. You may not assign this Agreement or any of its rights or obligations hereunder without Sixclear's express written consent. Except to the extent forbidden in this section, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- e. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- f. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- g. Government Restricted Rights. The Software is provided with Restricted Rights. Use, duplication,

or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19; or (ii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is Sixclear. You shall not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software.

- h. **Bankruptcy Rights.** The rights and licenses granted to You in this Agreement (collectively, the "License Provisions") are licenses to "intellectual property" rights, as defined in Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Sections 101, et seq.). If Sixclear is subject to any proceeding under the United States Bankruptcy Code, and Sixclear as debtor in possession or its trustee in bankruptcy rejects this Agreement, You may, pursuant to 11 U.S.C. Section 365(n)(1) and (2), retain any and all rights granted to it under the License Provisions to the maximum extent permitted by law. However, this subsection will not be construed to limit or restrict any right or remedy not set forth in this subsection, including without limitation the right to retain any license or authority this Agreement grants pursuant to any provision other than the License Provisions.
- i. **Governing Law.** This Agreement will be governed solely by the internal laws of the State of Texas, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Travis County, Texas.
- j. **Conflicts.** In the event of any conflicts between the applicable Order and this Agreement's main body, this Agreement's main body will govern.
- k. **Construction.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- l. **Technology Export.** You shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, You shall not permit any third party to access or use the Software in, or export it to, a country subject to a United States embargo.
- m. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- n. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- o. **Amendment.** This Agreement may not be amended except through a written agreement by authorized representatives of each party.