



Real-Time Innovations, Inc. Software License Agreement

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT (“SLA”) CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING THIS PRODUCT. THIS SLA GRANTS THE PERSON OR ENTITY WHO DOWNLOADS OR INSTALLS THIS SOFTWARE (“LICENSEE”) THE RIGHT TO USE THIS PRODUCT FOR SPECIFIED PURPOSES. UNLESS LICENSEE HAS ENTERED INTO A SEPARATE DULY SIGNED SLA WITH RTI, THIS SLA STATES THE TERMS AND CONDITIONS UPON WHICH REAL-TIME INNOVATIONS, INC. (“RTI”) OFFERS OR ACCEPTS LICENSEE’S OFFER TO LICENSE THIS PRODUCT, RELATED DOCUMENTATION (COLLECTIVELY, THE “SOFTWARE”), AND RELATED SERVICES TO LICENSEE.

BY CLICKING “I ACCEPT” OR BY OTHERWISE DOWNLOADING OR USING THIS SOFTWARE, YOU (a) ACCEPT THIS SLA AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; (b) ACCEPT RTI’S PRIVACY POLICY AND AGREE TO THE COLLECTION AND PROCESSING OF TELEMETRY DATA, AS APPLICABLE; AND (c) REPRESENT AND WARRANT THAT IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS SLA ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF, IN SUCH CASE, YOU ARE NOT AUTHORIZED TO BIND LICENSEE, YOU ARE NOT PERMITTED TO INSTALL AND/OR USE THE SOFTWARE. ALL USE OF THE SOFTWARE AND RELATED SERVICES IS SUBJECT TO THE TERMS OF THIS SLA.

The Software is licensed, not sold, to Licensee for use only under the terms of this SLA and RTI reserves all rights not expressly granted to Licensee. RTI owns all right, title, and interest, including all intellectual property rights, in and to the Software, including all modifications thereto made by or on behalf of RTI.

1. Definitions.

- 1.1 A “CPU” is a physical computer processor. A CPU may contain multiple cores. In a virtual environment, the number of CPUs is the maximum number of simultaneously-loaded images.
- 1.2 “Development” is developing code that links to and uses the Software either directly or through any number of internally-developed “wrapper” Application Programming Interface (API) layers. Development includes making copies of the library portions of the Software (in subdirectory “/lib”) in object code form and linking or physically incorporating the copies into a Target Application. Development includes any use of the Software’s programming and analysis tools, XML-based or other configuration, or other components of the Software with a Graphical User Interface (GUI).
- 1.3 “Engineering Build” or “Engineering Release” means beta, experimental, early access, field builds, and/or non-general access or non-maintenance release versions of the Software, including any Software designated accordingly on the Licensee’s LAC or accompanying documentation.
- 1.4 “Experimental Features” means any components, features, or portions of the Software that are identified in the corresponding source code, release notes, or other related documentation as experimental, beta, early access, or similar designation.
- 1.5 “Feedback” means any suggestion or idea for modifying RTI’s Software or Services, including without limitation, all Intellectual Property Rights in any such suggestion or idea.
- 1.6 “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.7 “Internal End Use” is use of the Software in a Target Application to be operated by the Licensee to produce direct revenue or benefit to Licensee rather than sold or licensed to a third party.
- 1.8 A License Acknowledgement Certificate (“LAC”) is a separate document issued by RTI to Licensee specifying, as applicable, the Software, number and type of licenses, Project, Project Type, Site, License Term, and Licensed Platform(s), and references any special terms and other details of the licenses that Licensee is granted. Licensee may



have multiple LACs; each forms a separate agreement that is governed by the terms of this SLA. If Licensee does not have an applicable LAC, then Licensee's use is as specified under "**Evaluation License**" below.

- 1.9 The "**License Term**" is the active period of this SLA with respect to each specific license. It is specified for each license in the LAC.
- 1.10 "**Master Agreement**" means, if applicable, the separate agreement governing the terms of purchase and general ordering process between Licensee and RTI.
- 1.11 A "**Member**" is a person on the Project team who, at any time during the preceding 6 months, has:
 - (a) Developed code that links to and uses the Software either directly or indirectly through any number of internally developed "wrapper" Application Programming Interface (API) layers; or
 - (b) Used the Software programming and analysis tools, XML-based or other configuration, or other components of the Software with a Graphical User Interface (GUI).
- 1.12 A Maintenance and Support Certificate ("**MSC**") is a separate document issued by RTI to Licensee specifying the details of the maintenance and support coverage to which Licensee is entitled for a Project. Licensee may have multiple MSCs or none.
- 1.13 A "**Project**" is a concerted undertaking by an identified team to design or produce a Target Application or connected set of Target Applications that has a specified scope of functionality and that is specified in the LAC for applicable license types.
- 1.14 A "**Project Type**" is a collection of restrictions on and/or licenses granted to the Project, as specified in the LAC.
- 1.15 "**Services**" means any installation, training, consultancy service, product enhancement, product extension, or other services offered by RTI, including, but not limited to, any services included in a support package bundle.
- 1.16 A "**Site**" is a physical location or set of locations, including reasonable remote access, as specified in the LAC.
- 1.17 A "**Target Application**" is a Member-developed software program that requires physical incorporation or linking of portions of the Software to execute.

2. General License Terms.

- 2.1 This Section applies to all licenses granted under this SLA. Licenses are non-transferable and non-exclusive. Except as provided otherwise herein, use of each license is limited to the designated Software, Licensee, Site(s), Project, Project type, Licensed Platform(s), and License Term, all as defined, when applicable, in the LAC specifying the grant. Licensee may not use the Software for Internal End Use, unless such use is expressly permitted in the LAC. For each license, Licensee must pay RTI fees in accordance with RTI's then-current, applicable, published price list, or as may be specifically agreed to in writing between Licensee and RTI. If Licensee wants to use the Software outside of the License Term, Licensee will need to acquire an appropriate license. For all licenses with a specified numerical limit, Licensee agrees to provide RTI with good-faith estimates of actual license usage annually. Licensee may make a reasonable number of copies of the Software strictly for backup or archival purposes. Any such backup copy shall remain RTI's exclusive property and must include all copyright or other proprietary rights notices contained in the original.
- 2.2 The Software may contain Experimental Features or be an Engineering Build. Experimental Features and Engineering Builds (a) have not gone through RTI's standard commercial testing; (b) shall not be distributed or sublicensed to third parties; (c) shall not be used in any production system or Internal End Use; (d) are not subject to maintenance or support from RTI; (e) may not be included in future releases of the Software; and (f) ARE PROVIDED "AS-IS" WITH NO WARRANTY WHATSOEVER.

3. License Types.

3.1 Project License.

If a Licensee has a LAC that specifies a Project License, then the quantity of Members indicated on the LAC represents the maximum number of licensed Members for the Project ("**Total Project Software Staff**"). Should the Project contain users that do not meet the definition of a Member, such users may install the Software and execute Target Applications (e.g. for testing) without charge.



RTI reserves the right, upon reasonable notice, to examine Licensee's records regarding the number of Members for a particular Project.

3.2 Developer License.

If Licensee has a LAC that specifies a number of Developer Licenses, then up to that number of Members may use the Software for Development.

3.3 OEM Runtime CPU License.

If Licensee has a LAC that specifies a number of OEM Runtime CPU licenses, then Licensee may physically incorporate copies of the Software into a Target Application and distribute and sub-license the Software as incorporated into the Target Applications using up to that number of CPUs, provided that each CPU has a core density equal to or less than that specified on the LAC. These terms apply to all such Target Applications:

3.3.1 Unless Licensee's LAC states that Licensee may use an unlimited number of OEM Runtime Licenses, Licensee agrees to keep records of the number of Target Applications and CPUs Licensee distributes. RTI shall have the right, upon reasonable notice, to examine Licensee's records regarding such practices.

3.3.2 Licensee must be licensed to use the Software for Development on a Project at the time of distribution of each Target Application for that Project.

3.3.3 Unless specified in the LAC, Target Applications must be a finished good and may not contain software development functionality, RTI source code, or components of the Software with a Graphical User Interface (GUI).

3.3.4 Licensee must distribute Licensee's Target Application to end users with a license that acknowledges RTI's copyright, prohibits Development use, prevents further copying of the Software (except for backup purposes), and expressly disclaims all warranties by RTI.

3.3.5 RTI offers no warranty to Licensee's end users. **THE SOFTWARE, WHEN INCORPORATED INTO A TARGET APPLICATION, IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. RTI DISCLAIMS ALL WARRANTIES TO LICENSEE'S END USERS, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.**

3.3.6 Any valid end user licenses to Target Applications incorporating Software granted by Licensee under this SLA shall survive the termination of this SLA.

3.4 Individual License.

3.4.1 If a Licensee has a LAC that specifies a number of Individual Licenses, then Licensee may designate that number of individual persons as licensed users ("**Licensed Users**"). Each Licensed User is considered a Member and may use the Software for Development on any number of Projects. Licensee personnel, including those not designated as a Licensed User, may install the Software and execute Target Applications for reasons other than Development (e.g. for testing) without charge, provided that such uses are to support a Project on which there is at least one Licensed User and that such uses are not otherwise prohibited by this SLA or applicable LAC.

3.4.2 If the Licensee has an applicable MSC, each Licensed User may access the support listed on the MSC.

3.4.3 Each Licensed User must be identified to RTI by registering a unique userid and password which cannot be shared with other persons. A commercially reasonable number of times per year, Licensee may deactivate a userid and then designate a different person as a Licensed User by registering with RTI the new person's unique userid and password.



3.5 Source License.

- 3.5.1 If Licensee has a LAC that specifies a Source License, then Licensee may use and modify the source code, and build object versions of the original or modified source code.
- 3.5.2 If Licensee modifies the source code and provides such modifications to RTI (“**Provided Modifications**”), then Licensee grants RTI a perpetual, worldwide, non-exclusive, assignable, paid-up license to use, copy, modify, distribute, create derivative works, sublicense, and otherwise fully utilize the Provided Modifications without acknowledgment of ownership. Licensee shall also assign or license to RTI any other Intellectual Property Rights required to fully use the Provided Modifications for any purpose. RTI may incorporate Licensee’s Provided Modifications into any future version of the Software or into other products at its sole option without fees or attribution.
- 3.5.3 If Licensee modifies the Software, then the warranties provided under this SLA shall not apply to the extent that an issue is exposed or associated with the modifications created by Licensee. Unless agreed otherwise, RTI has no obligation to support the modified Software.
- 3.5.4 A Source License does not grant other rights; a Project License or a Developer License is required for Development, and an OEM Runtime CPU License is required to create or distribute Target Applications.

3.6 Evaluation License.

If Licensee has a LAC that specifies an Evaluation License, or Licensee has not received a LAC from RTI, then RTI grants Licensee a temporary license to use the Software for the sole purpose of testing the suitability, performance, and usefulness of the software for Licensee’s business needs.

Unless extended by RTI, the Evaluation License Term concludes on the last date of the license term (as specified at rti.com/free-trial or in an activation key provided by RTI) starting from the date of Licensee’s first download or installation of the Software.

3.7 Research License.

If Licensee has a LAC that specifies a Research License, then Licensee may use the Software for Development and testing subject to the following additional restrictions:

- 3.7.1 Licensee may not use the Software on a Project that is intended for commercial distribution (“**Commercial Purpose**”) or Internal End Use. Evidence of a Commercial Purpose includes the existence of a customer delivery or production schedule, involvement of production management personnel, installation into production systems, and/or development of financial return goals.
- 3.7.2 Licensee may not distribute Target Applications outside of the Project, Site, and entity specified on the LAC.

RTI will, in its sole determination, approve Research Licenses.

4. Additional Restrictions.

- 4.1 Except as provided herein, Licensee may not market, distribute, or transfer copies of the Software to others. Licensee may not rent, lease, loan, or otherwise provide the Software to any third parties except as provided herein.
- 4.2 Except as provided herein, Licensee may not copy, modify, or create derivative works of the Software.
- 4.3 Licensee may not reverse engineer, disassemble, or adapt the Software.
- 4.4 Licensee may not use the Software if Licensee is a direct competitor or acting on behalf of a direct competitor of RTI, except with RTI’s prior written consent. In particular, Licensee may not (a) use the Software for competitive purposes,



including performing performance vulnerability tests nor (b) disclose results of any tests to third parties without RTI's prior written consent.

4.5 Licensee may not remove any proprietary notices from the Software or the associated documentation.

5. Limited Warranty.

5.1 Any licenses provided without a fee, Research Licenses, Evaluation Licenses, OEM Runtime CPU Licenses, and/or Engineering Builds (collectively, "**Excluded Licenses**"), are provided "as is" with no warranty whatsoever.

5.2 The Software Warranty included in Section 5.2.1-4 below represents the only warranty provided for the Software in this SLA and does not apply to Excluded Licenses or Experimental Features ("**Software Warranty**").

5.2.1 RTI warrants that the Software will perform substantially in accordance with the accompanying written materials for an installation period of ninety (90) days from the date that the Software is first downloaded by Licensee.

5.2.2 RTI warrants that, other than documented license management technology, the Software as well as any medium used to provide the Software will be free of viruses, worms, Trojan horses, time bombs, back or trap doors, or other debilitating or disabling devices or malicious code.

5.2.3 RTI warrants that the portions of RTI Software that Licensee may integrate into Target Applications is not subject to restrictions or licenses that would require Licensee to redistribute any of Licensee's source code.

5.2.4 RTI warrants that it has the right to grant Licensee the licenses herein.

5.3 RTI does not warrant that the Software will meet Licensee's requirements or operate free from error.

5.4 RTI warrants that it will use commercially reasonable efforts to perform the Services in a timely, professional manner ("**Services Warranty**").

5.5 This limited warranty gives Licensee specific legal rights. Licensee may have others, which vary from state to state. After the installation warranty period, Licensee may elect to purchase support or maintenance subject to RTI's policies then in effect. RTI's Maintenance Policy and Support Policy can be found online at <https://www.rti.com/terms>.

5.6 RTI's entire liability and Licensee's sole and exclusive remedy for any breach of the foregoing Software Warranty shall be, at RTI's option, to either: (a) return the price paid for the Software; or (b) repair or replace the Software. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Any such liability shall be subject to Licensee's prompt written notification of a warranty breach.

5.7 Licensee's sole remedy, and RTI's sole liability, for breach of the foregoing Services Warranty is for RTI to re-perform the Services. RTI makes no warranty that the Services will be completed to Licensee's satisfaction. If completing the Services or bringing the Services into compliance will result in unreasonable efforts, both parties agree to negotiate in good faith to arrive at a resolution. **RTI MAKES NO OTHER WARRANTY WITH RESPECT TO THE SERVICES. ANY SOFTWARE, DOCUMENTS, OR OTHER DELIVERABLES RESULTING FROM SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5.8 **EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 5, RTI MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE SOFTWARE. THE WARRANTY, OBLIGATIONS, AND LIABILITY OF RTI AND LICENSEE'S RIGHTS AND REMEDIES SET FORTH IN THIS SLA ARE EXCLUSIVE AND ARE IN LIEU OF, AND LICENSEE HEREBY WAIVES AND RELEASES ALL OTHER IMPLIED WARRANTIES, OBLIGATIONS, REPRESENTATIONS, OR LIABILITIES, ARISING BY LAW, IN CONTRACT, CIVIL LIABILITY OR IN TORT, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND (b) ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF RTI TO ANYONE OF ANY NATURE WHATSOEVER BY REASON OF THE DESIGN, IMPLEMENTATION, SALE, REPAIR, OR USE OF THE SOFTWARE OR RELATED PRODUCTS AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.**



5.9 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RTI, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

5.10 The warranties set forth herein do not apply and become null and void if Licensee breaches any material section of this SLA.

6. Intellectual Property Infringement Indemnity. RTI will defend any suit brought against Licensee and will pay all damages finally awarded in such suit insofar as such suit is based on a claim that the Software as provided to Licensee infringes a third party patent or copyright, provided that RTI is notified promptly of such claim and at its expense is given full and complete authority (including settlement authority), information, and assistance by Licensee (at Licensee's expense) for such defense. In the event that the Software is held in any such suit to infringe such a right and its use is enjoined, or if in the opinion of RTI, the Software is likely to become the subject of such a claim, RTI at its own election and expense will either: (a) procure for Licensee the right to continue using the Software; or (b) modify or replace the Software so that it becomes non-infringing while giving equivalent performance. In the event that (a) or (b) above are not, in RTI's sole determination, reasonably practicable, then RTI may terminate this SLA and refund an equitable portion of money paid by Licensee in connection with the licenses granted hereunder. The Intellectual Property Infringement Indemnity provided herein shall not apply to the extent that the alleged infringement arises from (a) use of the Software in combination with data, software, hardware, or other technology not provided by RTI or authorized by RTI in writing; or (b) modifications to the Software not made by RTI. THIS SECTION 6 SETS FORTH LICENSEE'S SOLE REMEDIES AND RTI'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. Notwithstanding the foregoing, RTI's obligations as provided in this Section 6 shall not apply if Licensee held only an Evaluation License at the time the claim arose.

7. LIMITATIONS OF LIABILITY.

7.1 RTI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR REPUTATION, COSTS OF COVER, OR THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE (WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) EVEN IF RTI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 IN PARTICULAR, LICENSEE RECOGNIZES THAT THE SOFTWARE MAY BE PART OF A SYSTEM USED TO CONTROL EXPENSIVE OR DANGEROUS EQUIPMENT. RTI SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY RESULTING FROM THE OPERATION OF SUCH EQUIPMENT. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE IS RESPONSIBLE FOR TAKING STEPS TO PROTECT AGAINST TARGET APPLICATION AND SYSTEM FAILURES, INCLUDING PROVIDING BACK-UP OR SHUTDOWN MECHANISMS. LICENSEE IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF RTI SOFTWARE FOR LICENSEE'S INTENDED USE. EACH END USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM RTI'S TESTING PLATFORMS. LICENSEE MAY USE RTI SOFTWARE IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY RTI. Licensee agrees to indemnify, defend, and hold RTI harmless from any claim, lawsuit, legal proceeding, settlement, or judgment (including, without limitation, RTI's reasonable United States and local attorneys' and expert witnesses' fees and costs) arising out of or in connection with the copying, marketing, performance, or other distribution of Licensee's Target Applications.

7.3 THE AGGREGATE LIABILITY OF RTI FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS SLA OR USE OF THE SOFTWARE OR PERFORMANCE OF THE SERVICES IN ANY ONE YEAR, INCLUDING ANY BREACH OF WARRANTY CLAIM SUBJECT TO SECTION 5, REGARDLESS OF THE FORM OF ACTION, **SHALL NOT EXCEED** THE GREATER OF THE AGGREGATE LICENSE FEES LICENSEE PAID FOR THE SOFTWARE IN THAT YEAR AND **\$10,000 (TEN THOUSAND DOLLARS)**; PROVIDED, HOWEVER, THAT FOR CLAIMS ARISING OUT OF OR RELATED TO AN EVALUATION LICENSE, SUCH AMOUNT **SHALL NOT EXCEED \$1,000 (ONE THOUSAND DOLLARS)**.

7.4 THE LIMITED WARRANTY, LIMITED REMEDIES, AND LIMITED LIABILITY SPECIFIED IN THIS SLA ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN RTI AND LICENSEE. RTI WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS.



8. Open Source.

- 8.1 Portions of the Software may be derived from works of contributors to open source projects (“Contributors”). Contributors disclaim all warranties, express or implied as to conditions of title, non-infringement, merchantability, or fitness to purpose. Contributors disclaim all liability for damages, including direct, indirect, special, or consequential damages. Any such warranties and liability are offered by RTI alone as stated and limited in this SLA.
- 8.2 If required by the respective licenses, source code for the modified open source works is available by emailing a request to “license@rti.com”.

9. Support and Maintenance.

- 9.1 RTI shall have no obligation under this SLA for corrections of errors or problems which are due to a breach by Licensee of the terms of this SLA, or which cannot be remedied due to the operational characteristics of the computer equipment on which the Software is used.
- 9.2 If Licensee has an MSC, then Licensee is eligible to receive support and/or maintenance for the Project specified by, and subject to the terms of, the MSC during the Active Dates listed therein. Such support and/or maintenance shall be governed by the terms of RTI’s Support Policy and Maintenance Policy, located at <https://www.rti.com/terms>.
- 9.3 Except as may be provided above or in a separate RTI Maintenance agreement between RTI and Licensee, if any, RTI is under no obligation to maintain or support the Software supplied to Licensee and RTI has no obligation to furnish Licensee with any further assistance, documentation, or information of any nature.
- 9.4 Licensee is solely responsible for the support and maintenance of all portions of any Target Applications developed by Licensee.

10. IP Rights in Services Performed.

- 10.1 Licensee hereby grants RTI a perpetual, irrevocable, worldwide license to use any Feedback that Licensee communicates to RTI during the term of this SLA, without compensation, without any obligation to report on such use, and without any other restriction. RTI’s rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses.
- 10.2 Material and associated Intellectual Property Rights developed by a party prior to or outside the scope of Services described on the quotation or (if applicable) Statement of Work (“Pre-Existing IP”) shall be owned by the developing party. Provided, however, that RTI shall own all rights, title, and interest in all scripts, methodologies, processes, and documentation and all intellectual properties rights therein, developed during the provision of the Services involving (a) implementation or installation of the Software into Licensee’s environment, (b) configuration of workflow or reporting capabilities of the Software, (c) optimization of the use of the Software in Licensee’s environment, and/or (d) any intellectual property that is inseparable from or an extension of RTI products or services (collectively, the “RTI-Owned Work Product”). Any software that is RTI’s intellectual property (including RTI-Owned Work Product) delivered as stand-alone software components or plug in modules that are first created during the provision of Services shall be owned by RTI. Where such components or plug in modules are specifically identified in writing by RTI as “Perpetually Licensed RTI Items”, RTI grants a nonexclusive, worldwide license to use, modify, sublicense, and otherwise fully utilize such newly created RTI intellectual property without attribution only in connection with Licensee’s use of the Software. All other RTI-Owned Work Product licensed to Licensee under the same terms as the underlying Software licensed under the applicable LAC and this SLA.

11. Confidentiality.

- 11.1 For the purposes of this SLA, “Confidential Information” means all information, material, or data provided by RTI or its representatives to the Licensee that is designated as confidential or otherwise reasonably appears to be confidential due to the nature of the information or circumstances of disclosure. This includes, without limitation,



trade secrets and non-publicly available pricing information, software programs and source code (excluding Software properly included in Target Applications), business plans, financial information, and technical information. Licensee will not disclose the Confidential Information to third parties, except to employees or contractors of Licensee who are required to have the information in order to carry out the purposes authorized by this SLA; provided, that such person to whom Confidential Information is disclosed is aware of its confidential nature and complies with this Section 11 as if it were a party to this SLA. Licensee shall treat the Confidential Information with the same degree of care as it treats its own confidential information of like kind, which shall be no less than a reasonable degree of care. Licensee may disclose the Confidential Information to the extent required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction; provided, that Licensee promptly notifies RTI before making any disclosure and limits the disclosure to the maximum extent possible. Licensee shall give notice to RTI of any unauthorized misuse, disclosure, theft or loss of the Confidential Information immediately upon becoming aware of the same.

11.2 RTI considers the Software to contain valuable trade secrets of RTI, the unauthorized disclosure of which could cause irreparable harm to RTI. Licensee agrees not to disclose the Software to any third parties and not to use the Software other than for the purposes authorized by this SLA. Licensee also agrees that performance, functionality, or other competitive evaluation results shall not be disclosed to third parties without RTI's prior written consent. For the purposes of this Section, Licensee's subcontractors under appropriate non-disclosure obligations with respect to the Software shall not be considered third parties. This confidentiality obligation shall continue after any termination of this SLA.

12. Termination. This SLA will terminate when all licenses granted hereunder have reached the end of their respective License Term unless otherwise terminated earlier in accordance with the terms hereof or due to breach. For clarity, if the License Term of any license granted is designated as "Permanent" in the LAC, then this SLA will continue indefinitely unless terminated due to breach. In the event of a breach of this SLA by either party, the other party may terminate this SLA if such breach is not cured within 10 days of written notice. Upon termination, Licensee agrees not to use the Software for any purpose whatsoever, except for reasonable backup archives. In addition, Licensee will destroy the Software and any copies then in Licensee's possession or control, and (on request) certify in writing or via e-mail to RTI that the Software was destroyed. The following will survive termination of this SLA: (a) any obligation to pay for RTI's Software or RTI Services rendered before termination; (b) Sections 7 (Limitation of Liability), 11 (Confidentiality), 15 (Privacy Policy), 16 (Additional Terms and Conditions) and 18 (Dispute Resolution); and (c) any other section of this SLA that must survive to fulfill its essential purpose (such as, but not limited to, Section 3.5 (Source License) and Section 10 (IP Rights in Services Performed)). The remedies specified in this SLA shall be in addition to any other remedies available to RTI.

13. Export Control. The Software is subject to United States Export Administration and Regulations. Downloading, installing, or using the Software, or selecting the online "Accept License SLA" button is a confirmation of Licensee's SLA that Licensee (including all Members and Projects) complies, now and during any use term, with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use. If the Software is exported from the United States or re-exported from a foreign destination, Licensee shall ensure that the distribution and export/re-export or import of the Software complies with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations.

14. Government End Users. If the Software is acquired by or on behalf of a unit or agency of the United States Government, this section applies. The Software: (a) was developed at private expense, (b) is a trade secret of RTI for all purposes of the Freedom of Information Act, (c) is a "Commercial Item", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, (d) in all respects is proprietary data belonging solely to RTI, (e) is unpublished and all rights are reserved under the copyright laws of the United States. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to United States Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.



- 15. Privacy Policy.** In addition to providing Licensee access to our Software for the purposes specified in this SLA, RTI may offer certain products, services, features, or licenses in order to learn more about how users interact with our Software and to provide Licensees and their users with more personalized information about RTI's offerings. We may collect, use, share and otherwise process (collectively, "**Processing**") telemetry data and other data, including personal information, about Licensee's or its users' usage of the Software and personal information otherwise provided by Licensee or its users to RTI in accordance with RTI's Privacy Policy, available at www.rti.com/privacy. Contact RTI at support@rti.com for additional information regarding which software bundles include telemetry features, the scope of such features, and, if applicable, how to disable those features. BY CLICKING "I ACCEPT" OR BY OTHERWISE DOWNLOADING OR USING THE SOFTWARE, YOU ARE ALSO ACCEPTING OUR PRIVACY POLICY, AVAILABLE AT WWW.RTI.COM/PRIVACY, AND THE PROCESSING OF ALL SUCH DATA AND INFORMATION IN ACCORDANCE WITH THE TERMS THEREOF AND HEREOF.
- 16. Additional Terms and Conditions.** Additional terms and conditions may apply to certain optional features of the Software and any additional software and services provided by RTI. This includes, but is not limited to, use of RTI's software tool known as "Connex Chatbot" and the related services and back-end software (collectively, "**Connex AI**"). Licensee is on notice of and acknowledges that use of Connex AI by Licensee, or any its Members and Licensed Users, is subject to RTI's Connex Chatbot Terms of Use, available at <https://www.rti.com/general/connex-chatbot-terms-of-use>.
- 17. Entire Agreement.** This SLA and the License Acknowledgment Certificate(s) between RTI and Licensee constitute the complete, final, and exclusive statement of the agreement between RTI and Licensee, which supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter of this SLA. No terms of Licensee's purchase order nor any waiver, alteration, or modification of the sections of this SLA will be valid unless made in writing and signed by a corporate officer of RTI.
- 18. Dispute Resolution.** This SLA will be governed by the laws of the State of California except with regard to its choice of law rules. **ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS SLA, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN SANTA CLARA COUNTY, CALIFORNIA, UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION BY ONE ARBITRATOR APPOINTED IN ACCORDANCE WITH SAID RULES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTWITHSTANDING THE FOREGOING, THE PARTIES MAY APPLY TO ANY COURT OF COMPETENT JURISDICTION FOR INJUNCTIVE RELIEF WITHOUT BREACH OF THIS ARBITRATION SECTION.**
- 19. Severability.** If any section or sections of this SLA are determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining sections of this SLA will not in any way be affected or impaired thereby.
- 20. Assignment.** Either party may assign this SLA to an entity acquiring essentially all of such party's relevant business to which this SLA relates. Except as expressly provided for in this section, Licensee may not assign, sub-license, or otherwise transfer this SLA without RTI's prior written consent, such consent not to be unreasonably withheld.
- 21. Electronic Signatures.** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties may be included in this SLA to authenticate this writing and to have the same force and effect as manual signatures. For purposes of this SLA, inclusion of or a reference to this SLA on the applicable RTI quote, RTI order form, or Licensee purchase order may also authenticate this writing and have the same force and effect as manual signatures.

If Licensee has any questions concerning this SLA, or if Licensee wants to contact RTI for any reason, please write or call: Real-Time Innovations, Customer Service, 232 East Java Drive, Sunnyvale, CA 94089; license@rti.com; (408) 990-7400.