

STANDARD SOFTWARE END USER LICENSE AGREEMENT

Effective Date: April 1, 2023

Summary

This summary provides a rough outline of the terms and conditions below it. This summary is provided solely for convenience. In the event of any conflict or uncertainty between the summary and the terms and conditions, the terms and conditions shall control.

- This agreement is between KCF and your business for your business' use of all software and related products provided by KCF. When we refer to "you," we mean you and your business, as applicable. KCF may modify this agreement and will notify you if substantial changes are made.
- KCF does not own or control your content (i.e., your data and information), but KCF may copy, modify, and use your content to provide and enhance the Software products and services.
- KCF will take measures to safeguard your content against loss and unauthorized access or disclosure. KCF will only use commercially reasonable efforts to store the content for no more than 1 year.
- You are responsible for properly configuring and using all Software products and services provided by KCF and maintaining appropriate security, privacy, and backup of your content.
- You agree that KCF's use of your content does not violate the rights of a third party (e.g., another business) and that KCF may remove your content from Software if it exposes KCF to risk.
- KCF solely owns all intellectual property associated with Software, hardware, and future additions to Software.
- KCF may maintain, upgrade, patch, and add feature enhancements to Software. KCF will notify you in advance of making substantial changes.
- KCF is not liable for failure of your equipment, loss of your content, inaccuracies in your content or conclusions or actions derived from it, nor for the violation of the rights of third parties (e.g., other businesses) by your content.
- You agree to comply with domestic and international laws, including laws pertaining to export of data.
- Any legal action related to Software, or this agreement must be brought in a court where KCF's main office is located.
- Your Software license ends when this agreement is terminated or expires based on the Terms of Sale. KCF may use your content after the agreement is terminated or expires under the same terms and conditions that apply to KCF's use of your content while the agreement is in force.

LAST REVISED: February 22, 2023

- By accepting this agreement, you also accept KCF's Privacy Policy (<https://kcftech.com/privacy-policy/>) and Terms of Sale (<https://kcftech.com/terms-of-sale/>).

TERMS AND CONDITIONS

1. Scope and Modification

These Software Terms of Use, including all applicable additional terms and conditions, policies, and statements, such as the KCF Privacy Policy and Terms of Sale, which are linked to and incorporated by reference below (collectively, the “**Agreement**”), set forth the terms and conditions governing access to and use of Software products and services, including hardware, software, and related services (“**Software**”), provided by KCF Technologies, Inc., 336 South Fraser Street, State College, Pennsylvania (“**KCF**”). By accessing or using such products or services on behalf or for the benefit of a business entity or other organization, you accept this Agreement as made between KCF and such business entity or other organization for the benefit of its authorized account users, including you (collectively, “**You**”). You shall be responsible for all activity that takes place under Your accounts. KCF may amend this Agreement from time to time by posting an amended Agreement on our website (<https://kcftech.com/terms-of-use/>) at least thirty (30) days before its effective date. KCF will also notify You via email of any substantial amendments. Your continued use of Software after the effective date of an amended Agreement constitutes Your acceptance of the amended Agreement.

2. Content

Software collects and stores content, data, and information (collectively, “**Content**”) entered by and acquired from You and generates data related to such Content. KCF does not control Your Content and does not claim ownership to Your Content. By providing Content to Software, You grant to KCF the perpetual, irrevocable right to copy, modify, and use Your Content and any data generated from Your Content to provide Software to You and to develop and enhance KCF's products and services, such as its analysis algorithms, data manipulation techniques, and machine learning methods. KCF will use commercially reasonable efforts to store Your Content for no more than one (1) year from the date it was originated and to provide You with the opportunity to download Your Content prior to KCF's deleting it. You warrant that KCF's use of Your Content will not infringe upon, misappropriate, or violate rights of any third party and that KCF may remove from Software any of Your Content that it believes exposes KCF to risk, for any reason and in KCF's sole discretion.

KCF will not disclose Your Content, in a way that identifies You, to any third party, except as permitted by Section 3 (Confidentiality) and the KCF Privacy Policy. KCF may process Your Content to generate anonymized data or data aggregated with other KCF customers that does not identify You and use such anonymized or aggregated data for any lawful purpose.

3. Confidentiality

KCF will not use or disclose Your Content and any information provided by You that You identify in writing as confidential except as needed to perform its obligations and exercise its rights under this Agreement and in a manner consistent with the KCF Privacy Policy. KCF may disclose Your confidential information, or request

LAST REVISED: February 22, 2023

that You disclose Your confidential information, to KCF's subcontractors with a need to know the confidential information in order for KCF to perform its obligations and exercise its rights under this Agreement so long as such subcontractors have entered into a non-disclosure and non-use agreement with terms no less restrictive or protective of Your confidential information than the terms of this Agreement.

Regardless of whether or not the following information is designated as confidential information, it shall not be considered confidential information: (a) information which is publicly known as of the date of this Agreement; (b) information which becomes publicly known, unless as a result of the fault of KCF; (c) information which You agree in writing is not confidential; and (d) information which is required to be produced by law or judicial process (however, upon receipt of a demand for production of confidential information pursuant to law or judicial process, KCF shall use reasonable efforts to notify You of such demand in sufficient time to allow You to move to prevent such disclosure).

4. Maintenance

In order to maintain the integrity and security of Software, KCF may perform maintenance to Software, including upgrades, patches, and feature enhancements on client-side devices (i.e., hardware on Your premises that collects and provides Content to Software cloud services) and server-side devices (i.e., hardware used by KCF to receive Content from client-side devices and to provide Software cloud services), at any time and within its discretion. KCF will make commercially reasonable efforts to notify You in advance of maintenance, except for emergency maintenance, and You agree to make commercially reasonable efforts to enable KCF to perform all maintenance under the circumstances.

5. Feedback and Intellectual Property

KCF is open to Your feedback, and You agree that KCF may use Your feedback (including all ideas, comments, suggestions, techniques, and concepts) to further enhance KCF's products and services without any obligation to You, including any obligation of compensation or attribution. Subject to the terms and conditions of the Agreement, KCF grants to You a limited, non-exclusive, non-transferable, non-sublicensable right to use Software for Your own internal business purposes in a manner consistent with this Agreement and any Software documentation provided by KCF. Except as expressly provided in this Agreement or otherwise in writing, KCF reserves all rights, title, and interest to Software and the intellectual property related to Software developed by KCF, including intellectual property developed by KCF that is based on feedback or Content, unless otherwise limited by a separate written agreement between You and KCF. Except as expressly provided in this Agreement or otherwise in writing, You reserve all rights, title, and interest to Your Content, Your equipment, and Your business operations and processes independent of Software, including all related intellectual property.

6. Warranties and Disclaimers

The Terms of Sale provide warranty and disclaimer of warranty terms applicable to Software.

7. Limitation of Liability, Indemnification, and Force Majeure

To the maximum extent permitted by law, each of You and KCF agrees that neither party, nor its affiliates, officers, directors, employees, shareholders, representatives, agents, or contractors, shall be liable to the

LAST REVISED: February 22, 2023

other party, nor its affiliates, officers, directors, employees, shareholders, representatives, agents, or contractors, for any indirect, special, incidental, exemplary, punitive, or consequential damages, nor for any damages arising from delay, loss of goodwill, loss of, damage to, or unauthorized access to data, interruption in use or availability of data, loss of use of money or use of products, lost profits, revenue or savings (actual or anticipated), or other economic loss ensuing from or in connection with Software or this Agreement, even if such party has been advised of the possibility of such damages. KCF shall not be liable for inaccuracies in Your Content or conclusions, or actions derived from it nor its violation of third-party rights, nor for any failure of Your equipment not provided by KCF. To the maximum extent permitted by law, KCF's aggregate liability to You shall not exceed the monies received from You for Your access to and use of Software. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

KCF agrees to indemnify and hold You and Your affiliates harmless from any damages arising out of or connected to claims, actions, or proceedings asserted by third parties based upon or related to (a) KCF's failure to properly license any third-party Software provided by KCF to You in connection with providing Software to You and (b) KCF's material breach of this Agreement.

You agree to indemnify and hold KCF and affiliates harmless from any damages arising out of or connected to claims, actions, or proceedings asserted by third parties based upon or related to (a) any unlicensed use of Software and (b) Your material breach of this Agreement.

Neither You nor KCF will be liable for delay or failure to perform obligations under this Agreement where the delay or failure results from a cause beyond either party's reasonable control, such as utility failures or, more generally, acts of God.

The Terms of Sale provide additional limitation of liability, indemnification, and force majeure applicable to Software. To the extent of any conflict or ambiguity between the terms in this Section above and similar terms in the Terms of Sale, the terms in this Section above shall control.

8. Compliance with Certain Laws

You agree to comply with domestic and international laws, including export laws and regulations, that apply to Your use of Software.

9. Expiration and Termination

Your license to use Software shall end upon expiration or termination of this Agreement or as provided in the Terms of Sale. KCF's license to use Your Content as provided above shall survive any expiration or termination of this Agreement. After expiration or termination of this Agreement, KCF may retain Your Content indefinitely, but KCF is not obligated to retain or maintain Your Content or Your access to Content, provided that KCF will provide a reasonable means for You to retrieve Your Content upon expiration or termination of this Agreement at Your request received prior to such expiration or termination. KCF's obligations of confidentiality under this Agreement with respect to Your Content and Your confidential information shall survive for as long as KCF retains Your Content or any of Your confidential information.

10. Services Provided from United States.

Software is controlled and operated from facilities in the United States. Those who access or use Software from other jurisdictions do so at their own volition, expressly consent to the application of United States law to all aspects of their access to and use of Software, including with respect to the collection and use of data, and are entirely responsible for compliance with all applicable United States and local laws and regulations, including export and import regulations.

11. Choice of Law and Choice of Venue.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Any action, suit or proceeding arising out of or related to Software or this Agreement shall be brought only in the courts with proper subject matter jurisdiction located in or having jurisdiction over the county in which KCF has its principal place of business at the time of filing of such action, suit or proceeding, and the parties hereby unconditionally and irrevocably consent and submit to the exclusive jurisdiction of such courts and waive any objection that they may now or hereafter have with respect thereto. By using Software, you irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any suit, action, or proceeding arising out of or relating to this agreement or any breach thereof.

12. Incorporation by Reference of Additional Terms, Conditions, Policies, and Statements

By accepting these Software terms of use, Terms of Use, You accept the following additional terms, conditions, policies, and statements, which are incorporated by reference into the Agreement:

- Privacy Policy: <https://kcftech.com/privacy-policy/>
- Terms of Sale: <https://kcftech.com/terms-of-sale/>