

Nuro® End User License Agreement

This Nuro® End User License Agreement (hereinafter "EULA") is an agreement between Patterson-Kelley, L.L.C. (hereinafter "Patterson-Kelley," "PK", "we," "us," and/or "ours"), a Delaware Limited Liability Company with a place of business at 155 Burson Street, East Stroudsburg PA 18301, , and such person or entity with whom Patterson-Kelley has entered into an agreement, purchase order, Terms and Conditions of Sale, or other contract (the "Agreement") regarding the purchase of the Product (as defined herein) or any end user of the Product (such person, entity or end user is hereinafter referred to as "Customer," "you" or "yours"). Patterson-Kelley and Customer are referred to in this EULA each individually as a "Party" and collectively as the "Parties." Capitalized terms used herein, but left undefined, shall take the meaning assigned to such terms in the Agreement.

The Product incorporates certain software programs or software applications, the use of which by Customer will require Customer to obtain a license from Patterson-Kelley. The Parties hereby enter into this EULA to govern the terms of such license. This EULA, which forms part of the Agreement (if applicable), constitutes a binding agreement between the Parties and shall be deemed accepted by Customer as a result of the Parties' entering into the Agreement, or Customer's acceptance of this EULA when otherwise presented by Patterson-Kelley (or authorized distributors or resellers) to Customer for acceptance, or Customer's access and first use of the Product, Software, or the System (as defined below), or Customer's entering a Patterson-Kelley or Patterson-Kelley Affiliate provided software key, whichever event occurs first.

1. DEFINITIONS

In addition to any other definitions in or pursuant to this EULA, the following capitalized terms shall have the following meanings, unless expressly provided otherwise in this EULA:

- a. "Affiliate" means, with regards to a Party or other identified person, any person or entity that is, directly or indirectly, a subsidiary, parent, or other person or entity controlled by, controlling, or under common control with such Party or other identified person and that has existed, now exists or will become organized in the future. For purposes of this EULA, "control" (including the terms "controlling," "controlled by" and "under common control with") means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of a person or entity, whether through ownership of voting securities, by contract or otherwise.
- b. "Documentation" means any documentation, guides, or manuals delivered or provided, or that may be made available, by Patterson-Kelley for the Software.
- c. "Modification" means any modification, error correction, bug fixes, update, upgrade, alteration, enhancement, improvement, derivative work, derivation, or change of or to or from or based on or including the Software or any part thereof, that Patterson-Kelley, in its sole discretion, makes available.
- d. "Operational Parameters" means the information particular to the specific use of the Software by Customer, including, without limitation, temperature set points, fan speeds, and enabled signals.
- e.
- f. "Personnel" means any officer, director, manager, employee, contractor, distributor, representative, or agent.

g. "Product" means the boiler product or products supplied by Patterson-Kelley to Customer pursuant to the Agreement or that Customer otherwise purchases or gains access to, directly or indirectly, from Patterson-Kelley.

h. "Proprietary Rights" means any and all rights of any kind or nature, existing anywhere in or throughout the world and existing under, recognized by or arising from any law or legal system anywhere in the world, in or to or comprised by or arising from any: (i) patent, patent application, invention disclosure, patent disclosure, and invention (whether or not patentable), and all related continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, and extensions thereof, and all foreign, international and other counterparts and equivalents thereof, (ii) trademark, service mark, trade name, corporate name, business name, domain name, logos, slogans, trade dress, packaging, product and other design, and other designations of source or origin, and any translation, transliteration, adaptation, derivation and combination thereof, and any registration, application for registration, extension, and renewal thereof or related thereto, and all goodwill symbolized by any of the foregoing or associated therewith, (iii) copyright and any right similar thereto, whether arising from statute, regulation, common or judicial law, treaty or otherwise, and any registration, application for registration, and renewal thereof or related thereto, (iv) mask work, and any registration, application for registration, and renewal thereof or related thereto, (v) computer program (whether in source code, object code, or other form), algorithm, database, compilation, website, webpage, web address, web presence, uniform resource locator, and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing, (vi) trade secret, know-how, and confidential or proprietary or other information, material, items or things, (vii) personality, likeness, publicity, privacy, and personal information, (viii) moral right, attribution and integrity, and (ix) other intellectual or industrial property, whether existing now or being recognized or created in the future.

i. "Software" means solely the object code version of the software program or software application that is provided in connection with the Product, whether pre-installed on the Product or otherwise, and any Modification to such version of such software program or software application that is delivered or made available by Patterson-Kelley. If and to the extent that any Documentation is delivered, provided, or made available, the term "Software" also includes such Documentation. If and to the extent that Patterson-Kelley delivers, provides, or makes available any Modification or installs or implements any Modification in the Software, the term "Software" also includes such Modification.

j. "System" means any and all hardware, computer system, and/or software-based system on which the Software resides or that is related to the use or operation of the Software.

2. LIMITED LICENSE

a Pursuant to the terms of this Agreement, Customer is granted a personal, non-sublicenseable, non-assignable, non-transferable, terminable, limited, and nonexclusive license to access and use the Software and the System in the United States and Canada, solely in connection with Customer's lawful use of the Product. In no event shall Customer, directly or indirectly, separate the Software or the System from the Product or use the Software or the System other than as an integrated and embedded part of the Product.

b. Customer does not have the right or license to customize or modify the Software or System. Customer may not download or install the Software or any part thereof, except that Customer may set the Operational Parameters in such form and manner as directed by the Software or except as otherwise permitted under Section 3 hereof.

c. Customer does not have any right or license to, and agrees that it will not, do any of the following, whether directly or indirectly, in any manner whatsoever: (i) download or transfer the Software, System, or any part thereof; (ii) except as permitted in Section 3, access or use the Software, or any copy or part thereof from any computer, equipment, device, or system other than on the System; (iii) access or use the Software and/or System in any manner or for any purpose other than in connection with Customer's lawful use of the Product and only in the form and manner made available to Customer pursuant to the terms of this Agreement; (iv) copy or reproduce the Software, System, or any part thereof for any purpose; (v) create, develop, design, generate, or cause any modification to the Software or System; (vi) sub-license, sell, rent, lease, loan, distribute, or publish the Software, System, or any part thereof, or give any third party access to or use of the Software, System, or any part thereof, whether or not for profit or consideration; (vii) use the Software, System, or any part thereof for the benefit of any third party in any type of service outsourcing, application service, provider service or service bureau capacity; (viii) reverse engineer, decompile, or disassemble the Software, System, or any part thereof, or otherwise reduce the Software or any applicable part of the System to a human perceivable form, or attempt to do so; (ix) assign, transfer, sell, grant any lien or security interest in, or encumber the Software, System, or any part thereof, or any right or obligation hereunder or regarding the Software, System, or any part thereof; (x) use or utilize the Software, System, or any part thereof for any purpose or in any manner that is illegal or in violation of any applicable law or rights of any third party; (xi) remove, modify, change, alter, obscure, or cover any copyright, trademark, patent, or other proprietary notice or marking in or on the Software, System, or any part thereof; (xii) export or transfer or make available the Software, System, or any part thereof outside the countries identified in Section 2(a) without Patterson-Kelley's express prior written discretionary approval; (xiii) use or access the System for any purpose other than for accessing history logs via the SD card inserted into the System or for installing any Modifications that are made available to Customer pursuant to the terms of this Agreement; and/or (xiv) attempt to do, or permit, provide assistance for, or induce any third party to do, any of the foregoing.

d. Any access, execution, or use of the Software, System, or any part thereof other than as expressly permitted under this Section 2 or in violation of this EULA shall be deemed to be an infringement of Patterson-Kelley's intellectual property rights, and subject to all rights and remedies of Patterson-Kelley arising from or in connection with such an infringement.

e. Customer acknowledges and agrees that any sale or distribution of the Product (or of the System or Software that forms thereof) to Customer by any party other than Patterson-Kelley or an authorized distributor or reseller of Patterson-Kelley (hereafter, "Patterson-Kelley Authorized Person") is strictly prohibited. Customer further acknowledges and agrees that Customer may not access or use the product (or the System or Software that forms thereof) if Customer is not the intended or permitted user of the Product (or of the System or Software that forms thereof) or gains access to the Product (or to the System or Software thereof) through any party other than Patterson-Kelley or an authorized distributor or reseller of Patterson-Kelley Authorized Person. If Customer purchases or otherwise gains access to the Product (or to the Software or the System that forms part thereof) in any prohibited

manner, Customer shall not use the Product (or the Software and/or System that forms thereof) and shall immediately notify us of such event and, if requested, immediately return the Product (including the Software and System that forms part thereof) to Patterson-Kelley or its Affiliate. Failure to comply with any of the provisions of this Section 2(e) shall entitle Patterson-Kelley to any and all rights and remedies that it may have under the Agreement, this EULA, at law, or in equity.

3. MODIFICATIONS AND ACCESS BY PATTERSON-KELLEY

a. Patterson-Kelley may (if, as, and when it decides to do so in its sole discretion) install or make available to Customer, without any obligation by Patterson-Kelley, in object code only, any update or other Modification to the Software. Patterson-Kelley has the right to make any Modification at any time, without obligation by Patterson-Kelley to provide any notice or obtain any consent or agreement from Customer, and without any right by Customer party to receive any notice or provide any consent or agreement thereto. In certain instances, Patterson-Kelley may make available the Modifications to Customer for installation by Customer. In such events, Customer shall promptly install the Modifications. Patterson-Kelley shall not be liable for any defects or deficiencies in the Software, System, or the Product if Customer fails to timely install any Modifications, or in the event Patterson-Kelley attempts to install any Modifications, fails to provide Patterson-Kelley with timely and sufficient access rights to do so.

b. Customer shall, upon request by Patterson-Kelley, promptly make the Product available to Patterson-Kelley in connection with: (i) any Incidental Services (as defined below) or any other services that Patterson-Kelley agrees to provide to Customer; (ii) any inspection, audit, or investigation that Patterson-Kelley wishes to conduct to evaluate Customer's compliance of the terms of this Agreement; and/or (iii) any installation, implementation or testing of the Software, System, or any Modification.

c. If decided by Patterson-Kelley to be necessary in connection with the inspection, audit, installation, implementation, or testing of the Software or any Modification, or in connection with any Incidental Services or other services, Patterson-Kelley may, from time to time, access the Software and Product (of which the Software forms part thereof) and take down or shut down access to the Product or Software, or parts thereof, as we may deem necessary in our sole discretion ("Downtime"). Customer acknowledges that, during any Downtime, Customer may not be able to access and use some or all parts of the Product or the Software. Patterson-Kelley will make commercially reasonable efforts to keep the Downtime to a minimum, but in no event shall Patterson-Kelley or any Patterson-Kelley Authorized Person be liable to Customer or any third party in connection with any Downtime.

4. SERVICES

a. We are not obligated to provide, perform, or offer any services, including, without limitation, any support, maintenance, or other services to Customer or any other Affiliate or Personnel of Customer.

b. We may, from time to time, make available or agree to make available certain services, including support, maintenance or error correction services for the Software and/or services to train Customer Personnel using the Software (if and to the extent so made available, collectively, "Incidental Services"). It shall be in our sole discretion whether and what Incidental Services we offer and under what terms (including, without limitation, any fees, charges, and compensation) we make available any Incidental

Services. Absent an express written agreement signed by Patterson-Kelley or Patterson-Kelley Affiliate and Customer to provide specific Incidental Services, we are not obligated to offer or make available any Incidental Services. Except if and to the extent expressly agreed differently in such express written agreement, we may (if, as, and when we decide to do so in our sole discretion) modify, alter, change, terminate, condition, or cease any of the Incidental Services by written notice to Customer. In the event that we agree to provide any Incidental Services, we are entitled, in addition to any fee, charge, or compensation agreed to by the parties for such Incidental Services, to any reimbursement of reasonable cost for travel, lodging, and meals as a result of any travel of any Patterson-Kelley or Patterson-Kelley Authorized Person in connection with any such Incidental Services.

c. Patterson-Kelley does not offer, provide, or agree to any service level agreement, service levels, uptime, access, or other minimum or quantity or quality-based promise or undertaking or any credits or compensation for any lack or failure of access to or use of the Software or System.

d. Continued access to or use of the Software or System after any Modification shall be conclusively deemed to be Customer's approval of and agreement to such Modification.

5. SERVICE FEES

a. Patterson-Kelley reserves the right to charge Customer for Incidental Services. If Customer has agreed to or accepted the charges and payment of a fee, charge, or other payment for Incidental Services (the "Service Fees"), Customer shall pay Patterson-Kelley the Service Fees in such amounts and at such times as agreed to or accepted by Customer. All Service Fees shall be paid by Customer to Patterson-Kelley in immediately available indefeasible unconditional funds in U.S. dollar currency in such manner as agreed to or accepted by Customer or reasonably directed by Patterson-Kelley, all without any set-off or deduction. Any amount of any Service Fee that is unpaid when it is due shall accrue interest from the date it is due until Patterson-Kelley's receipt of the payment of such amount at the rate of the lower of (i) one percent (1%) per full or partial calendar month or (ii) the highest enforceable rate of interest under applicable law. All such interest shall be paid simultaneously with the payment of the unpaid amount on which such interest accrued.

b. Any Service Fee is subject to any sales, value-added, use, or similar tax imposed under applicable law, which shall be added to the amounts of the Service Fees and paid by Customer. In the event that any taxes, duties, levies, fees or other charges are to be withheld from any payment of any Service Fee, Customer is responsible for making such withholding and shall gross up the payment of such Service Fee made to Patterson-Kelley such that the amount received by Patterson-Kelley as payment by Customer is the full amount of such Service Fee without any such withholding.

6. LEGAL REQUIREMENTS

a. Customer agrees to use the Software and System solely in accordance with any and all laws, statutes, regulations, rules, ordinances, directives, and court and governmental orders applicable to Customer, including, without limitation, all laws, statutes, regulations, rules, ordinances, directives, and court and governmental orders related to the products and/or services advertised, offered, and/or

provided through use of the Software, System, and/or any data privacy, data security, and confidentiality of data and information regarding any data collected, received, shared, or accessed by Customer in connection with the use of the Software, System, and/or the products and/or services advertised, offered, and/or provided through use of the Software or System ("Legal Requirements").

b. Customer shall ensure at all times that Customer has all rights and/or licenses to any activities or business in connection with which Customer uses the Product. Customer is solely responsible for lawfully procuring any and all such rights and/or licenses at Customer's sole cost.

7. NO ADVICE OR RECOMMENDATIONS

No Documentation or other instructions by Patterson-Kelley or any Personnel of Patterson-Kelley is or shall be deemed or understood to be any legal, business, or other advice, recommendation, or instruction of any kind. Customer is solely and exclusively responsible for assessing the use and application of the Software and System regardless of any information in any Documentation or any other information or instruction by Patterson-Kelley.

8. ACCESS AND USE

a. Customer will receive a general password for accessing certain parameters of the System (of which the Software forms a part thereof) and must request a password for certain other parameters of the System and Software (collectively, "Access Information"). The general password may be changed by Customer at any time for any reason. If Customer is permitted or required or prompted by the Software or System to change the Access Information, Customer shall do so until the new password is accepted by the System, and the prior password shall cease being utilized, and the new password shall constitute the Access Information. Customer may access, use and set the Operational Parameters solely with the Access Information. Customer agrees not to share any of the Access Information with any other person or permit any other person to access, know and/or use any of the Access Information, except solely for any employee of Customer, if any, who is authorized by Customer to access and use the System in accordance with this EULA, provided, however, that Customer shall require each such employee to comply fully with the confidentiality and secrecy obligation and use restrictions that Customer has with regard to the Access Information. Once a person ceases to be an employee or an employee authorized to access and use the Software or System, Customer shall ensure that such employee has no further access to the Software or System, if necessary, by changing the Access Information. All Access Information shall be deemed to be property of Patterson-Kelley. Customer is solely responsible and liable for loss, misappropriation, or misuse of any Access Information in the possession or control of Customer or any of its employees or persons that have or use the Access Information. Customer shall notify us immediately in writing of any loss, misappropriation, or misuse of any Access Information. We may then require a change in the Access Information.

b. Customer receives access to and use of the Software only on the condition that, and Customer shall ensure that: (i) Customer does not, and does not seek to, access or use any part of the source code of the Software or, except for the limited purposes identified in Section 2(c)(xiii) hereof, access or use any part of the System or hardware on which the Software resides; (ii) any access or use by Customer does not introduce, and will not permit or enable an authorized third party to introduce, any virus, worm, Trojan horse, trap door, or other code of any kind designed for or having the effect of, in any manner, disrupting, disabling, harming, impeding, or interrupting, or executing malicious, harmful, or

hidden procedures, routines, or data collection on, the Software, System, any computer or system connected to the Product (whether of Patterson-Kelley or a third party, and including, without limitation, any hardware or software on any such computer or system), or any part thereof, or giving access thereto or performing tasks thereon not authorized by Patterson-Kelley or the authorized user of such third party computer or system (collectively, "Malware"); and (iii) Customer does not permit or cause any unauthorized third party to access or use the Software or System.

c. Customer is solely responsible, throughout the duration of this EULA and Customer's access to and use of the Software and System, for obtaining, providing, establishing and maintaining, at Customer's sole cost, all software (including, without limitation, any and all licenses or other rights necessary for using such software), hardware, communication, internet access and connection (whether through telephone, cable, DSL, T1, ISDN, wireless, mobile, or any other form or type of access, connection or connectivity), electricity, and any other prerequisites that are or may be necessary for the access to and use of the Software and System (collectively, "Access Requirements"), and neither Patterson-Kelley nor any Affiliate or any distributor, agent or reseller of Patterson-Kelley or an Affiliate shall be liable for any Access Requirements, or the provision thereof, or any costs, charges, fees, taxes, rates, or other payments incurred or made in connection therewith.

d. If Customer provides, submits, or makes available any text, testimonial, story, photograph, other image, video, or other material or content of any kind in connection with the Software, System, and/or the Product (collectively, "Submissions") to Patterson-Kelley, Customer hereby grants Patterson-Kelley and/or Patterson-Kelley Affiliate the unrestricted, unlimited, perpetual, transferable, sublicenseable, worldwide right and license to use such Submission for any purpose, including, without limitation, to use, reproduce, modify, copy, distribute, display, perform, modify, edit, create derivative works from, and publish such Submission or any part thereof. Patterson-Kelley shall not be liable to Customer, and Customer shall have no claim against Patterson-Kelley for any royalty, fee, or payment of any kind in connection with any use of a Submission or for the compensation or reimbursement of any cost, expense or liability incurred by Customer. Patterson-Kelley has no obligation or responsibility regarding any Submission. Any Submission submitted by Customer is submitted at Customer's own risk.

9. OWNERSHIP AND RESERVATION AND PROTECTION OF RIGHTS

a. Patterson-Kelley and/or its licensor(s) or Affiliate(s), if any, own and shall retain all rights, title and interest in and to: (i) the Software, System, and any and all parts thereof (including, without limitation, all Modifications and Documentation); (ii) any and all marks and names of Patterson-Kelley or any of its Affiliates; (iii) any technology, invention, concept, system, method, process, and other element of the Software and/or System; (iv) any Modification, and any copy, reproduction, update, upgrade, modification, derivation, improvement, and derivative work of, to, and/or from, by whomever created, any of the foregoing; and (v) any and all Proprietary Rights of any kind, existing anywhere or under any law, in or to any of the foregoing (collectively and individually, "Patterson-Kelley Property"). All access and use of the Software is licensed to Customer, not sold. Nothing in this EULA or any performance of this EULA constitutes, or shall be interpreted or construed to constitute, an assignment, transfer, or conveyance of any right, title or interest, or any lien, security interest, or encumbrance, or (except solely for the license expressly granted to Customer in Section 2 of this EULA) any license or use right, or any right to grant any license or use right whatsoever, in or to any Patterson-Kelley Property, whether expressly, implicitly, or otherwise. Customer agrees that Customer will not acquire, by use or otherwise,

and will not claim, any ownership, license, or other rights (other than the limited express license granted in Section 2 of this EULA during the term of this EULA) in, or take any action that in any way may jeopardize Patterson-Kelley's ownership or rights in or to, any Patterson-Kelley Property. If Customer or any Affiliate or Personnel of Customer owns or acquires any rights, title, or interest in or to any Patterson-Kelley Property in connection with this EULA, Customer agrees to assign and hereby assigns, and agrees to cause such Affiliate or Personnel to assign, all such rights, title, and interest to Patterson-Kelley without payment. Customer shall, and shall cause such Affiliate or Personnel to, execute any document or take any reasonable action as requested by us to effect any such assignment.

b. Any mark or name used by Patterson-Kelley and all associated designs, styles, and logos are marks of Patterson-Kelley, or a licensor of Patterson-Kelley, shall constitute Patterson-Kelley Property. Customer may not use any of such marks except solely in accordance with an express prior written license agreement with Patterson-Kelley. Other marks are or may be the property of their respective owners. Customer may not use any of these marks without the consent of their respective owners.

c. If use of the Software, System, and/or any Incidental Service, or any part thereof, may be enjoined due to, or if Patterson-Kelley believes that they may be subject to a claim of infringement by a third party then, at its sole discretion and expense, we may do any of the following: (i) negotiate a license or other agreement so that the Software and/or any Incidental Service, or any part thereof, is no longer subject to such a potential claim; (ii) modify or terminate or restrict access to the Software and/or any Incidental Service, or any part thereof, so that it becomes non-infringing or is not covered by such claim; (iii) replace the Software and/or any Incidental Service, or any part thereof, with non-infringing software, documentation, or service; or (iv) terminate this EULA and Customer shall stop using the Software, System, and/or any Incidental Service, and any part thereof. The foregoing sets out the entire liability of Patterson-Kelley and the sole obligations of Patterson-Kelley to Customer in respect of any claim that the Software, System, and/or any Incidental Service, or any part thereof, or its use infringes, or are alleged or claimed to infringe, any third party Proprietary Rights or other rights or property.

10. WARRANTIES AND REPRESENTATIONS

a. The Parties warrant and represent that each of them has the right and authority to enter into this EULA, and that they are not party to any agreement of any kind that will or may prevent them from, or that would be or may be breached by entering into this EULA or performing any of its obligations under this EULA.

b. Customer is solely responsible for the use and application, and all decisions related to the use and application of the Software. Customer warrants, represents, and covenants that Customer will:

- (i) use and apply the Software and System solely as permitted under Section 2 of this EULA;
- (ii) comply with all applicable law and Legal Requirements in connection with any use or application of the Software, System, and Product;
- (iii) make any disclosure and obtain any approval and consent regarding the collection, processing, storage, disclosure, or use of any Customer data;

(iv) at all times take all reasonable steps and measures to secure the Software and System against any damage, destruction, loss, corruption, theft, or adverse impact; and

(v) accept full responsibility and be fully liable for all results, consequences, injuries, death, fraud, legal violations, damages, and harm caused by Customer's use or application of the Software or the System, or any violation of the foregoing provisions of this EULA.

c. OTHER THAN THE WARRANTIES AND REPRESENTATIONS BY PATTERSON-KELLEY SET FORTH IN SECTION 10(a) OF THIS EULA, PATTERSON-KELLEY MAKES NO WARRANTY OR REPRESENTATION OR CONDITIONS UNDER OR IN CONNECTION WITH THIS EULA, SYSTEM, OR THE SOFTWARE. THE SOFTWARE, SYSTEM, AND ANY PART THEREOF (INCLUDING, WITHOUT LIMITATION, ANY MODIFICATION AND DOCUMENTATION) AND ALL OTHER MATERIALS PROVIDED BY PATTERSON-KELLEY TO CUSTOMER UNDER THIS EULA, IS LICENSED, DELIVERED, AND PROVIDED, AND THE INCIDENTAL SERVICES, SUPPORT, MAINTENANCE, AND OTHER SERVICES, IF ANY, ARE PROVIDED, "AS IS" AND "WHERE IS," AND PATTERSON-KELLEY MAKES NO REPRESENTATION, WARRANTY, COVENANT, OR CONDITION OF ANY KIND TO CUSTOMER, ANY USER, OR ANY OTHER THIRD PARTY, WHETHER VERBAL, WRITTEN, EXPRESSLY, OR IMPLICITLY, AND PATTERSON-KELLEY HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS, IMPLIED, AND STATUTORY, OF ANY KIND FOR OR RELATED TO OR REGARDING THE SOFTWARE, SYSTEM, OR ANY PART THEREOF (INCLUDING, WITHOUT LIMITATION, ANY MODIFICATION AND DOCUMENTATION), THE ACCESS INFORMATION, THE ACCESS REQUIREMENTS, ANY INCIDENTAL SERVICES, SUPPORT, MAINTENANCE, AND OTHER SERVICES, IF ANY, AND OTHERWISE UNDER OR IN CONNECTION WITH THIS EULA, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, WORKMANSHIP, ACCURACY, RELIABILITY, INTEROPERABILITY WITH OTHER SOFTWARE OR ANY HARDWARE, SECURITY, OR QUIET ENJOYMENT OR THAT THE ACCESS TO OR USE OF THE SOFTWARE OR SYSTEM WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE, OR MEET CUSTOMER'S SPECIFIC REQUIREMENTS, FUNCTIONS, OR RESULTS, AND HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS ARISING AS A RESULT OF CUSTOM, USAGE OR TRADE AND THOSE ARISING UNDER STATUTE.

11. LIMITATION OF LIABILITY

a. IN NO EVENT WILL PATTERSON-KELLEY, OR ANY PERSONNEL OF PATTERSON-KELLEY, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, AND DISCLOSURE OR LOSS OF INFORMATION, DATA, INCOME, REVENUE, GOODWILL OR ANTICIPATED SAVINGS) EVEN IF PATTERSON-KELLEY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, FOR OR RELATED TO OR REGARDING THE SOFTWARE, SYSTEM, OR ANY PART THEREOF, ANY MODIFICATION, DOCUMENTATION, INCIDENTAL SERVICES, AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES) UNDER OR IN CONNECTION WITH THIS EULA. FURTHER, IN NO EVENT WILL PATTERSON-KELLEY'S TOTAL CUMULATIVE LIABILITY UNDER THIS EULA EXCEED U.S. DOLLARS FIFTEEN HUNDRED (\$1,500). THE FOREGOING EXCLUSIONS AND LIMITATIONS APPLY IRRESPECTIVE OF THE CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF WARRANTY, MISREPRESENTATION OR ANY OTHER LEGAL THEORY AND WILL SURVIVE A FUNDAMENTAL BREACH.

12. INDEMNITY

Customer hereby agrees to defend, indemnify, and hold harmless Patterson-Kelley, , all Personnel of Patterson-Kelley (collectively, the "Indemnitees," each, an "Indemnitee") from and against any claim, action, suit, litigation, demand, allegation, arbitration, proceeding, judgment, order, damages, loss, liability, injury, costs, expenses (including, without limitation, reasonable attorneys' and paralegals' fees and witness and other defense costs), settlement, and other payment obligation of any Indemnitee arising from or in connection with or related to: (i) any breach of this EULA by Customer or act or omission of Customer, any Affiliate of Customer, any Personnel of Customer or an Affiliate of Customer, or any person who may have gained access to the Product, Software, or System, directly or indirectly, through Customer; (ii) any use, misuse or application of the Software, System, any Incidental Services, or the Product or any other equipment, product, or services used by Customer, or any Customer data, or any information or results derived from any use, misuse or application of the Software, System, or any part thereof, or any reliance on any such information or results or the Software, System, Product, or any Incidental Services by Customer, any Affiliate of Customer, or any Personnel of Customer or an Affiliate of Customer (including, without limitation, any personal injury, death, or property damage resulting therefrom); (iii) any negligence or willful misconduct of Customer, any Affiliate of Customer, or any Personnel of Customer or an Affiliate of Customer (regardless of any contributory or comparative negligence of any Indemnitee); (iv) any loss or misappropriation of any Customer data in the possession or under the control of Customer; and/or (v) any violation of any Legal Requirements or right or property of any third party by Customer or any Personnel of Customer.

13. CHANGE TO WARRANTY AND LIABILITY EXCLUSIONS AND LIMITATIONS

a. No employee, distributor, reseller, or agent of Patterson-Kelley is authorized to change, modify, extend or amend the warranty provided or to waive, restrict, change, or modify the limitation or disclaimer of warranty provisions or exclusions or limitations of liability in this EULA. All such changes will only be effective if pursuant to a separate agreement signed by senior officers of Patterson-Kelley and Customer.

14. TERM; TERMINATION

a. This EULA commences on the effective date of the Agreement and shall continue until the earliest of the following: (i) termination of this EULA in accordance with Section 14(b) of this EULA; or (ii) termination, expiration, revocation, or cancellation of the Agreement, if applicable.

b. This EULA may be terminated as follows:

1. Patterson-Kelley may terminate this EULA by providing Customer with written notice of termination in the event of a material breach of this EULA by Customer, which material breach shall be identified in such written notice, and which termination shall become effective at the end of ten (10) calendar days of such written notice of termination unless Customer fully cured such material breach within such ten (10) calendar day period.

2. Patterson-Kelley may terminate this EULA by written notice of termination to Customer effective immediately if (i) Customer discontinues its business operations in general or its business operations related to the Product, takes steps to dissolve or cease to exist, admits its inability to pay its debts as they become due, files or is or becomes subject to a petition in bankruptcy (or similar reorganization proceeding) or makes a general assignment for the benefit of its creditors, or becomes

subject to the appointment of a receiver; or (ii) Patterson-Kelley has objective evidence showing a breach by Customer of Sections 2 (including Section 2(c)(viii)), 6, 8, 9, 15(c), 15(d), 15(e), 15(f) or 15(n) of this EULA; or (iii) Customer materially breached this EULA after Patterson-Kelley had previously issued a notice of termination under Section 14(b)(aa) that became ineffective as a result of a cure by Customer.

3. Patterson-Kelley may terminate this EULA by written notice of termination to Customer, effective immediately or at such time as stated in such written notice of termination: (i) as set forth in Section 9(c)(iv) of this EULA; or (ii) if any right or license necessary for Patterson-Kelley to grant to Customer any of the license or rights under this EULA terminates, expires, is revoked, is cancelled, or determined by Patterson-Kelley not to exist or be valid.

c. Upon expiration or termination of this EULA, Customer shall immediately (i) cease using the Software and any part thereof; and (ii) return to Patterson-Kelley all related material, including Documentation, and any written, magnetic, optical or other media provided to Customer. Any use of the Software or any part thereof after termination or expiration of this EULA shall be deemed to be an infringement of the intellectual property rights in and to the Software. Patterson-Kelley shall have no liability to Customer or any of Customer's Personnel in connection with or as a result of any termination. In the event of Patterson-Kelley's termination for cause, Patterson-Kelley shall have no liability to Customer or any of Customer's Personnel in connection with or as a result of such termination. Any such termination by Patterson-Kelley shall be in addition to and without prejudice to such rights and remedies as may be available, including injunction and other equitable remedies.

d. The provisions in Sections 2(e), 3(b)(ii), 5 (with regard to any amount owed and unpaid), 9(a), 9(b), 11, 12, 14(c), 15, and this Section 14(d), shall survive any expiration, termination, revocation, or cancellation of this EULA.

15. MISCELLANEOUS

a. Relationship of the Parties. The Parties acknowledge and agree that they are independent contractors, each without the power or authority to bind, contract or commit the other, and will always represent themselves to any third parties only as an independent contractor without such power or authority. The Parties are not, and nothing in this EULA shall be interpreted that the Parties are, partners, joint venturers, co-owners or otherwise participants in a joint or common undertaking. Customer shall take steps necessary to avoid the appearance or belief by a Customer that Customer is an agent with the authority to bind Patterson-Kelley or an employee, partner, joint venturer, co-owner or Affiliate of Patterson-Kelley. The Personnel of one Party are not, and shall not be construed to be, Personnel of the other Party, and such other Party shall not be liable for, have any obligations to, and may not be bound by such Personnel of the first Party. Neither Party shall have any authority (express, implied or otherwise) to enter into any contracts or commitments in the name of, or on the behalf of, the other Party or bind the other Party in any respect whatsoever. Customer agrees and acknowledges that, regardless of whether Customer is doing business as a sole proprietorship, partnership, individual, corporation or otherwise, Customer is solely responsible for any and all employment/contractual issues, payment of any wages and benefits, and for the collection and remittance of required withholding taxes or other taxes concerning its own Personnel.

b. Remedies; Injunctive Relief. Customer agrees that damages alone may be an insufficient remedy for violations of the terms of this EULA, and that Patterson-Kelley or a licensor or Affiliate of

Patterson-Kelley, if any, may suffer irreparable damage as a result of such a violation. Accordingly, Patterson-Kelley, or any such licensor or Patterson-Kelley Affiliate with regard to property of such licensor, shall be entitled, in the event of a breach or threatened breach of this EULA, to seek injunctive relief (or equivalent relief available under the law of the jurisdiction where we seek such relief) to enforce the provisions thereof without posting a bond. Injunctive (or such equivalent) relief shall be in addition to any and all other rights or remedies available to Patterson-Kelley or such licensor, including, but not limited to, damages or other relief or remedies for such violation. Assertion or the failure to assert injunctive (or such equivalent) relief shall not constitute a waiver of any such other rights or remedies. In the event it is necessary for Patterson-Kelley to institute legal proceedings to enforce the provisions of this EULA, Patterson-Kelley or such licensor will be entitled to recover attorneys' and paralegals' fees and costs incurred by Patterson-Kelley in such proceedings if it prevails in such proceedings.

c. Export Restrictions. Customer acknowledges that the Software or any part thereof, may be subject to the jurisdiction of the U.S. Export Administration Regulations (Title 15 of the U.S. Code of Federal Regulations Part 730 et seq.), U.S. trade embargo regulations (Title 31 of the U.S. Code of Federal Regulations Part 500 et seq.), other regulations of the U.S. Departments of Commerce, State, and Treasury (collectively, "Export Control Law"). Accordingly, Customer agrees that Customer will comply with all Export Control Law and that the Software or any part thereof, or any part or information thereof, or any access or use thereof, will not be: (i) re-exported, sold, or otherwise transferred to countries outside of the United States of America in violation of Export Control Law or any other U.S. Law; or (ii) made available to any person or country outside, or any person that Customer knows or has reason to suspect will cause the Software, or any part or information thereof, or any access or use thereof, to be made available outside, the United States of America in violation of Export Control Law or any other U.S. Law; or (iii) re-exported, sold, or otherwise transferred to or made available to persons or countries within the United States if such a re-exportation, sale, transfer or making available would violate the Export Control Law or any U.S. Law. Customer specifically agrees to make best efforts to cause all of its Personnel to comply with any and all provisions, terms and conditions set forth in this Section 15(c) to the same extent as Customer has such obligation of compliance. In the event of any violation or breach of any of the provisions of this Section 15(c), Patterson-Kelley may immediately terminate this EULA by providing written notice. Customer is solely responsible for determining its obligations under Export Control Law.

d. U.S. Government Restricted Rights. If and to the extent applicable, Customer agrees that the Software qualifies as limited rights data and/or restricted computer software under Federal Acquisition Regulations ("FAR") and is provided to the U.S. Government only with restricted rights and limited rights. Use, reproduction, or disclosure by the U.S. Government is subject to the restrictions herein and as set forth in FAR sections 52.227-14 and 52.227-19 and the applicable provisions of Part 227 of the Defense FAR Supplement, as amended.

e. Third Party Rights. The Software interfaces with certain third party software components, including certain open source code, that have been licensed to Patterson-Kelley by the owners of such third party software components. Customer's use of the Software and Customer's license rights under this EULA shall be further subject to licenses that govern such third party components. By accessing or using the Software, System, and/or Product, Customer agrees to abide by such additional terms and conditions. The details of third party components that currently interface with the Software, and

applicable license terms relating thereto, are available at Patterson-Kelley's website, https://www.pattersonkelley.com/open_source/ (as amended or supplemented from time to time).

f. Assignment. This EULA and the rights and obligations hereunder shall not be assigned or delegated by Customer without the express prior written consent of Patterson-Kelley. Patterson-Kelley may, at any time, assign this EULA, or assign any of its rights and/or delegate any of its obligations hereunder to any person or entity, with or without notice to Customer. Subject to the foregoing, this EULA shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

g. No Third Party Beneficiaries. Without in any way limiting or restricting Patterson-Kelley's right to proceed against any person or entity that breaches the terms of this EULA or that engages in any unauthorized use of the Product (or the Software or System that forms part thereof), the Parties hereto do not intend any third party to be a third party beneficiary under this EULA (with the exception of the third party Indemnitees under Section 12 of this EULA), and nothing in this EULA shall be construed for any third party to be a third party beneficiary or to confer any third party beneficiary rights or status on any third party.

h. Interpretation. In this EULA, (i) any reference to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time; (ii) where this EULA states that a Party "shall" or "will" perform in some manner or otherwise act or omit to act, it means that such Party is legally obligated to do so in accordance with this EULA; (iii) the principle ejusdem generis shall not apply to any provision in this EULA or any Schedule attached hereto; (iv) the provisions of this EULA shall not be interpreted against the drafter, and for purposes of any interpretation, both Parties shall be deemed to be drafters of this EULA; (v) all section headings are intended solely for the convenience of the Parties, and none will be deemed to affect the meaning or construction of any provision hereof; and (vi) words of any gender used in this EULA are intended to include any other gender, and words in the singular number include the plural, and vice versa, unless the context clearly indicates otherwise.

i. Entire Agreement; Waiver; Amendment. This EULA and the Agreement constitutes the entire understanding and agreement between the Parties related to the subject matter hereof. The Parties agree that none of the provisions of this EULA limit, restrict, or curtail, or be deemed or interpreted to limit, restrict, or curtail, the Agreement or any provision in the Agreement, and that none of the provisions of the Agreement limit, restrict, or curtail, or be deemed or interpreted to limit, restrict, or curtail, this EULA or any provision in this EULA, provided, however, that, in the event that any conflict, discrepancy, or deviation of this EULA or any provision of this EULA and the Agreement or any other agreement that is part of the Agreement, or any provision of the Agreement or any such other agreement, this EULA and the provision of this EULA shall control and prevail if and to the extent related to, or any fact, question, or issue related to, the Software, System, any Documentation, any Modification, any Patterson-Kelley Property, any Incidental Services, and/or any other subject matter or issue addressed in this EULA. Patterson-Kelley reserves the right, at its discretion, to change, modify, add or remove portions of this EULA by posting the updated EULA on Patterson-Kelley's website. Customer will be deemed to have accepted such changes by continuing to use the Product or the System. A failure of either Party to exercise any right provided for herein shall not be deemed to be a waiver of such right or any right hereunder.

j. Governing Law. THE VALIDITY, ENFORCEABILITY AND PERFORMANCE OF THIS EULA SHALL BE GOVERNED BY UNITED STATES FEDERAL LAW, TO THE EXTENT APPLICABLE, AND THE LAW OF THE COMMONWEALTH OF PENNSYLVANIA, UNITED STATES OF AMERICA, WITHOUT REGARDS TO ANY CONFLICT OF LAWS OR INTERNATIONAL PRIVATE LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION, AND THE TERMS OF THIS EULA SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH SUCH LAW. IN THE EVENT THAT THE U.N. CONVENTION ON THE INTERNATIONAL SALE OF GOODS HAS ANY APPLICATION TO THIS EULA, OR ANY SERVICES OR PERFORMANCE UNDER THIS EULA OR THE AGREEMENT, THE PARTIES DISCLAIM THE APPLICATION OF THE U.N. CONVENTION ON THE INTERNATIONAL SALE OF GOODS.

k. Disputes. Each Party consents and submits to the exclusive jurisdiction of, waiving any objections to personal jurisdiction in, competent state and federal courts in the Commonwealth of Pennsylvania for any litigation or proceeding. Except for engaging in or continuing any activity that is the subject of the dispute, the Parties agree to continue to perform their obligations under this EULA and the Agreement while the dispute is being resolved unless and until this EULA (or the Agreement) expires or its terminated in accordance with its terms.

l. Severability. If any provision of this EULA is held to be invalid or unenforceable, the meaning of said provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation shall save such provision, it will be severed from the remainder of this EULA, as appropriate. The remainder of this EULA shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by either Party. In such event, the Parties will use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement, which most nearly effects the Parties' intent in entering into this EULA, as appropriate.

m. Notices. All notices, demands or other communications to be given or delivered by a Party to the other Party under or by reason of the provisions of this EULA shall be in writing and shall be deemed to have been given to such other Party when delivered personally to such other Party, or sent to such other Party by reputable express courier service (charges prepaid), or mailed to such other Party by certified or registered mail, return receipt requested and postage prepaid, to such other Party's address set forth in the Agreement, or such other address or contact information as notified by Patterson-Kelley to Customer by prior written notice under this EULA effective to the extent stated in such notice and upon receipt of such notice or as otherwise stated in such notice. If the Agreement permits or requires Patterson-Kelley to give notice or written notice by electronic mail to an e-mail address provided by Customer, the notice by electronic mail shall be deemed to have been given once such electronic mail message arrives in the e-mail account or the designated network of Customer (including, without limitation, any spam filter - and Customer is solely responsible for checking any spam filter or similar mechanism for any notices), and notice by posting of a message upon log-in or upon or during access and/or use of the Software shall be deemed to have been given once such message is posted.

n. Confidentiality. The Software and all other materials and information received by Customer pursuant to this EULA shall be Patterson-Kelley's confidential information ("Confidential Information"). Customer agrees to keep the Confidential Information strictly confidential, not to disclose or permit the Confidential Information to be disclosed to any third-party, and not to use the Confidential Information for any purpose other than for Customer's lawful use of Software. If Customer is compelled by a court or other body of competent jurisdiction to disclose the Confidential Information, Customer shall

promptly inform Patterson-Kelley in writing and shall provide reasonable assistance to Patterson-Kelley to obtain and enforce a protective order or other appropriate means of safeguarding the Confidential Information required to be disclosed. Customer may then disclose only so much of the Confidential Information as is legally required to be disclosed.

LAST UPDATED: September 8, 2022