

IMPORTANT

PLEASE READ THE TERMS AND CONDITIONS OF THIS SaaS EULA (END USER LICENSE AGREEMENT ("Agreement")) CAREFULLY BEFORE AGREEING TO USE THE SOFTWARE. THIS IS A LEGAL AGREEMENT BETWEEN TELESOFT, LLC (dba "Calero") FOR AND ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES UNDER COMMON CONTROL AND THE END USER CUSTOMER ("End User Customer") THE END USER CUSTOMER REFERS TO THE INDIVIDUAL OR ENTITY THAT HAS AGREED TO USE THE SOFTWARE.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND CALERO THAT SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SOFTWARE. BY INSTALLING AND/OR USING THE SOFTWARE, YOU AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS STATED OR REFERENCED HEREIN. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SOFTWARE. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AND CONDITIONS AS PRESENTED TO YOU – ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THESE TERMS AND CONDITIONS WILL NOT BE ACCEPTED BY CALERO AND WILL NOT BE PART OF THIS AGREEMENT.

Calero hereby grants and End User Customer accepts, according to the terms and conditions defined herein, the access to a nontransferable, limited, non-sub-licensable, non-exclusive individual SaaS license to operate the Software. End User Customer agrees to use the SaaS licensed Software only for its own use in processing its own data in connection with the Services provided. "Software" means Calero's proprietary software components as specified to be hosted by Calero, managed by Calero personnel and subcontractors, and not offered for installation at the End User Customer location. "Authorized Users" shall mean the number of End User Customer employees identified in the applicable Work Order.

1. Modification to the Software.

Calero may make modifications to the Software or particular components of the Software from time to time and will use commercially reasonable efforts to notify End User Customer of any material modifications. Calero Software will include future releases or versions and related updates, if generally made available to all Calero SaaS licensed customers and all available documentation.

2. Intellectual Property Rights.

End User Customer acknowledges that, with the exception of third-party products incorporated in the Software, the Software, including its programs, screens, images, default prices, database scheme, concepts, and documentation, has been designed by and remains the intellectual property of Calero and is the Confidential Information of Calero. The Software is Calero's exclusive property and may be used by End User Customer only in accordance with the terms of this Agreement. Calero grants End User Customer no rights to the Software other than as specifically set forth herein, and Calero retains, on an exclusive basis, all proprietary rights in and to the Software and all intellectual property relating thereto. End User Customer may not disclose or make available to the Software or any portion thereof to anyone other than Authorized Users without Calero's prior written consent, including but not limited making the Software available to any consultants or service providers working on End User Customer's behalf. Any and all work performed under or related to this Agreement is not a "work for hire" and Calero shall own all intellectual property rights relating to the work performed under this Agreement including any modifications to the Software or delivered materials. End User Customer shall not make, support, or permit any claims adverse to Calero's rights set forth herein. End User Customer shall be the exclusive owner of all right, title, and interest in and to the Customer Data. Notwithstanding the foregoing, End User Customer grants to Calero and its licensors a worldwide, perpetual, royalty-free, fully paid up, non-exclusive license and right to use, store, analyse, anonymize, and aggregate the Customer Data for the sole purpose of Calero providing the Software to End User Customer hereunder. Subject to the limited license granted herein, Calero acquires no right, title or interest from End User Customer or its licensors under this Agreement or in or to Customer Data.

3. Limitations of Use/Indemnity.

End User Customer agrees it will not (i) sell, rent, lease, re-license, operate, provide access, copy, duplicate or give away all or any portion of the Software to or for any other party or entity, (ii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software, or (iii) use the Software other than in accordance with the terms of this Agreement, without prior written approval from Calero. End User Customer agrees that it is specifically prohibited from modifying, translating, reverse engineering, de-compiling, or disassembling the Software, or from creating derivative works based on the Software, and waives any right it may have to perform such activities. In the event that the End User Customer breaches this Section 3, all of the End User Customer's rights to use the Software will immediately terminate and End User Customer will cease any further operation or use of the Software and will return any documentation to Calero. End User Customer will, at its own expense, indemnify and hold Calero and its parent, subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs and expenses (including attorneys' fees) arising out of a breach of this Section 3.

4. Limitations of Access.

Calero reserves the right to block access to the Software from certain countries, geographic regions and/or IP address ranges that are deemed high risk by Calero. If End User Customer requires access from those countries, geographic regions and/or IP address ranges, End User Customer shall request such access in writing. Calero may, at its own discretion, grant in writing End User Customer access to Software from those requested countries, geographic regions, and/or IP address ranges.

5. Infringement.

Notwithstanding the final sentence of Section 3, in the event that the Software infringes any U.S. copyright, patent, trademark or trade secret rights of a third party, Calero shall indemnify, defend and hold harmless End User Customer against any claims of such infringement and shall pay any monetary judgments, reasonable attorneys' fees, and costs awarded to the third party for such infringement, or any settlement of such claim to which Calero has agreed, provided that (i) End User Customer promptly gives notice to Calero of the claim against End User Customer alleging such infringement, (ii) End User Customer allows Calero to control the defense and settlement of such claim, including any litigation, arbitration, mediation and settlement negotiations, (iii) End User Customer reasonably cooperates with Calero in connection with the defense and settlement of such claim. In the event of a claim that the use of the Calero Products in accordance with the documentation provided by Calero infringes a United States patent, copyright or trade secret, Calero shall at its option and expense: (i) procure the right for End User Customers to continue using the Software; (ii) replace the Software with non-infringing systems or services with reasonably equivalent functionality; (iii) modify the Software to make them non-infringing while retaining reasonably equivalent functionality, or (iv) if Calero is unable to effect the foregoing after commercially reasonable efforts, terminate this Agreement and End User Customer's rights hereunder. In lieu of the foregoing remedies, Calero may, at its option, refund to End User Customer that portion of the fees paid under this Agreement that can reasonably be allocated to the infringing Software, reduced by 25% for each year that it has been used by End User Customer.

This Section shall not apply to any services created by any third party or created by Calero to End User Customer's design or specifications. This Section shall also not apply to the extent the claim of infringement is caused by or contributed to by any End User Customer's act, omission, misuse, abuse or modification of any of the Software, Services or products made available by Calero, or End User Customer's use of such Software, Services or products outside the scope of the Agreement or in combination with any software, attachments, features or devices not supplied or approved by Calero.

6. Protection of Customer Data.

Calero will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. "Customer Data" means the data held in the Software and may include any data relating to the End User Customer operations, facilities, software-as-a-service vendors, employees and programs in whatever form that information may exist and whether entered into, stored in, generated by processed through or accessible as a result of the use of the Software; Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by End User Customer or Authorized Users). Further details of the safeguards used by Calero can be provided upon request. The parties will enter into a data processing addendum ("DPA") upon request from End User Customer as the Data Controller (as defined in the applicable data protection law). To the extent Personal Data (as defined by the applicable data protection law) from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Calero, the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, End User Customer and its applicable affiliates are each the data exporter, and End User Customer's acceptance of this Agreement, and an applicable affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. An "Order Form" shall be a document executed by both Calero and End User Customer which references and makes itself subject to the terms and conditions of this Agreement, and sets forth the details of the Software to be provided, including fees, software modules, subscription term, etc. Upon request by End User Customer made within 30 days after the effective date of termination or expiration of this Agreement, Calero will make Customer Data available to End User Customer for export or download. After such 30-day period, Calero will have no obligation to maintain or provide any Customer Data and will thereafter securely delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

7. End User Customer Responsibilities.

End User Customer will (a) be responsible for Authorized Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which End User Customer acquired Customer Data, End User Customer's use of Customer Data with the Software, and the interoperation of any Non-Calero Applications with which End User Customer uses the Software, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Software, and notify Calero promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, the Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-Calero Applications with which End User Customer uses the Software. "Documentation" means any published user manuals and other documentation that Calero may make generally available to its customers for use with the Software (e.g. operations manual, training materials, process flows, business reviews, audit findings, etc.). "Non-Calero Applications" means any third party software components produced and licensed to End User Customer by third parties which are incorporated into or interoperable with the Software. Any use of the Software in breach of the foregoing by End User Customer or Authorized Users that in Calero's judgment threatens the security, integrity or availability of Calero's services, may result in Calero's immediate suspension of the Software, however Calero will use commercially reasonable efforts under the circumstances to provide End User Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

8. Confidentiality.

Each party as "Recipient" may be given access to information (in hardcopy, electronic or other form) that is identified by the other as "Discloser" as proprietary and/or confidential or would be reasonable considered proprietary and/or confidential in light of the information and circumstances surrounding its disclosure (collectively, "Confidential Information"). Confidential Information of End User Customer shall include the End User Customer Technology. Recipient shall use the same care to protect such Confidential Information as it uses to protect its own information of like kind, but in no event less than reasonable care, and will restrict access to such Confidential Information to those of its personnel engaged in a use permitted hereby. Notwithstanding the foregoing, either party may also disclose Confidential Information in confidence to its attorneys, accountants, professional advisors, and bankers in the ordinary course of business, as well as to current and potential investors in connection with a proposed financing transaction, and to other third parties in connection with a proposed transaction for the sale or acquisition of that party's business or assets. Confidential Information, including copies thereof, shall be returned or destroyed by Recipient upon the first to occur of (a) completion of the Services, (b) termination of this Agreement or (c) request by the Discloser.

Exceptions. Nothing in this Agreement shall prohibit or limit Recipient's use of information (i) previously known to it without obligation of confidence, (ii) independently developed by it without use of or reference to Discloser's Confidential Information, (iii) acquired by it from a third party not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this EULA. Further, each party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law (provided that such party uses reasonable efforts to notify the other party in advance of such disclosure so as to permit the other party to request confidential treatment or a protective order prior to such disclosure).

9. Warranties and Disclaimer.

Calero warrants and represents that it shall have taken commercially reasonable steps to ensure that the Software shall not: (i) contain any virus, malware, or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain access to any data or other information of End User Customer or any third party; (ii) contain any timed, disabling, or similar codes; (iii) contain hidden files; (iv) replicate, transmit, or activate itself without the control of a person operating the computing equipment on which it resides; (v) contain any node lock, time-out or other functions; (vi) contain anything unlawful, threatening, abusive, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions or accounts of sexual acts prior to delivery or installation; and (vii) will be subjected to commercially reasonable testing procedures to determine the presence of viruses, malware, disabling, node lock, time-out, or similar codes. If Calero or End User Customer detects any such viruses, malware, disabling, node lock, time-out, or similar code, or inappropriate content it shall immediately report same to the End User Customer or Calero, as applicable, and Calero shall promptly correct the Software.

The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. End User Customer must not use the Software in any application or situation where the Software's failure could lead to personal injury property or environmental damage.

EXCEPT WHERE EXPRESSLY PROVIDED HEREIN BY CALERO, THE SOFTWARE, DOCUMENTATION AND DATA OR DELIVERABLES IS PROVIDED BY CALERO TO END USER CUSTOMER ON AN "AS IS" BASIS, "AS AVAILABLE" AND "WITH ALL FAULTS," AND CALERO EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY,

SYSTEM INTEGRATION, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. IN NO EVENT SHALL CALERO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, ARISING FROM OR RELATED TO THE USE OF THE SOFTWARE OR ANY DATA DERIVED THEREFROM, EVEN IF CALERO HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISCLAIMER OF WARRANTIES AND EXCLUSIVE REMEDIES TO THE EXTENT NOT PROHIBITED BY LAW, CALERO HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE. CALERO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE OR THE RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT IT IS COMPLETELY SECURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CALERO DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE SOFTWARE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL YOU PURCHASE OR OBTAIN THROUGH THE SOFTWARE WILL MEET YOUR REQUIREMENTS. YOU ACKNOWLEDGE THAT CALERO DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CALERO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10. Limitation of Liability.

IN NO EVENT SHALL THE EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF DATA, GOODWILL, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SERVICE FEES ACTUALLY PAID BY END USER CUSTOMER FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EARLIEST DATE ON WHICH THE EVENTS GIVING RISE TO THE LIABILITY OCCURRED. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE) AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES HEREUNDER BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMITATION ON AMOUNT.

Notwithstanding anything to the contrary herein, the limitations of liability contained shall not apply to: (a) any damages arising out of or relating to a Party's failure to comply with its obligations regarding Confidential Information or violation of any license grant hereunder; (b) either Party's indemnification obligations hereunder; (c) data breach by either Party or (d) End User Customer's payment obligations to Calero hereunder.

11. Term and Termination.

The term of this Agreement shall commence upon Customer's recorded acceptance of the Order Form and, unless previously terminated, will remain in effect until all subscriptions hereunder have expired or been terminated.

12. General.

Notices. Any notice required or permitted by this Agreement shall be given to the recipient in writing by mail, hand delivery or telecopy to the address set forth in the applicable Order Form, or to such other address as the recipient may designate by written notice. Further, Calero may send operational notices related to the Software provided hereunder by electronic mail to End User Customer at the electronic mail address provided to Calero. Any such notice shall be deemed to be received on the date delivered, telecopied or e-mailed, or five days after being mailed by registered or certified mail, return receipt requested, postage prepaid.

Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if such provision does not relate to the payments to be made to Calero by the End User Customer and if the remainder of this Agreement shall not be affected by such declaration or finding, then each provision not so affected shall continue to be valid and enforceable.

Assignment. Subject to the provision of this clause, this Agreement shall be binding on the Parties, their successors, and assigns. Neither Party shall assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other Party's prior written consent, except that such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to: (i) a purchaser or successor to substantially all of a Party's business (unless, in the case of End User Customer, such purchaser or successor is a software, data processing or computer services vendor that is a third-party service provider, consultant or any other entity that develops, markets, sells or licenses products or services that are similar to the Software or that otherwise compete or are competitive with the Software, its parent company or any of its subsidiaries or affiliates); or (ii) an affiliate. Any assignment in breach of this Section shall be void.

Agency. Except as expressly permitted by this Agreement, neither Party shall in any circumstances hold itself out as being: (a) the servant or agent of the other Party; or (b) authorized to enter into any contract on behalf of the other Party or in any way to bind the other Party to the performance, variation, release or discharge of any obligations.

Third Party Rights. A person who is not a party to the Agreement shall not enforce any of its provisions as a third-party beneficiary.

U.S. Government Restricted Rights. The Software and accompanying Documentation are "commercial items" as that term is defined in 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1, 227.7202-3 and 227.7202-4, all U.S. Government End User Customers acquire the Software and Documentation with only those restricted or limited rights conveyed under the license customarily provided to the public (i.e., as set forth herein).

Law and Jurisdiction. This Agreement will be interpreted and construed in accordance with the laws of the State of Delaware excluding that body of law applicable to choice of law. The Parties consent to exclusive jurisdiction in the state or federal courts located in Delaware, and such venue shall not be challenged by the non-filing Party as improper or inappropriate due to, among other things, inconvenience under the doctrine of forum non-convenience or other similar doctrines. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Neither Party shall bring any action against the other Party

arising out of or related to this Agreement more than one (1) year after the occurrence of the event which gave rise to such action. The prevailing party in any action arising from this Agreement may recover its reasonable attorneys' fees and costs from the non-prevailing party.

RELATIONSHIP BETWEEN THE PARTIES The relationship between End User Customer and Calero is that of licensee/licensor.

ACKNOWLEDGEMENTS Both parties acknowledge and agree that (i) this Agreement is solely between Calero and the End User Customer, and; (ii) Calero is solely responsible for the Software and the content thereof. Each of Calero and the End User Customer represents and warrants to the other that: a) it has full power and authority to execute, deliver and comply with this Agreement b) the execution, delivery and performance of this Agreement by it have been duly authorized by it; and c) this Agreement evidences a valid and binding obligation of it enforceable in accordance with its terms. This Agreement constitutes the entire understanding and agreement of the Parties, with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings between the Parties with respect to the subject matter. In the event of any conflict between the terms and conditions of this Agreement and those contained in an Order Form or other attachment hereto, the terms and conditions of this Agreement shall prevail.