StrataBI Commercial License Agreement — Version 1.1

Standard terms, incorporated by reference into your Order Form. Do not sign here — the applicable Order Form is the signature document.

COMMERCIAL LICENSE AGREEMENT

Version: 1.1

Last revised: July 1, 2026

Effective Date: [as specified in the applicable Order Form]

Licensor: Shaleio LLC

Product: StrataBI Enterprise / Commercial Edition

ARTICLE 1 – AGREEMENT STRUCTURE

1. **Agreement composition.** This StrataBI Commercial License Agreement (the "**Agreement**") governs Customer's access to and use of StrataBI Enterprise, related software, documentation, deployment materials, official modules, support, and professional services provided by Shaleio.

2. **Components.** This Agreement consists of:

    a. these commercial license terms;

    b. any applicable Order Form;

    c. any applicable Statement of Work;

    d. any applicable support terms and Service Level Agreement;

    e. any applicable module-specific terms;

    f. any applicable Data Processing Addendum; and

    g. any policies expressly incorporated by reference.

3. **Order of precedence.** If there is a conflict, the following order of precedence applies unless expressly stated otherwise:

    a. signed Order Form or Statement of Work;

    b. any executed nondisclosure or trade-secret protection agreement (as to confidentiality and trade-secret obligations only);

    c. Data Processing Addendum (as to data protection and privacy obligations only);

d. module-specific commercial terms;

e. applicable support terms and/or Service Level Agreement;

f. these commercial license terms; and

g. documentation or policies.

<u>ARTICLE 2 – DEFINITIONS</u>

1. **“Shaleio,” “Licensor,” “we,” “our,”** or **“us”** means Shaleio LLC, a Florida limited liability company.

2. **“Customer,” “you,” or “your”** means the individual or legal entity that purchases, accesses, deploys, or uses StrataBI Enterprise under this Agreement.

3. **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership or control of more than fifty percent (50%) of the voting interests or the right to direct management.

4. **“Authorized Users”** means Customer’s employees, contractors, representatives, and other individuals authorized by Customer to use StrataBI Enterprise for Customer’s internal business purposes, subject to the limits in the applicable Order Form.

5. **“Software”** means StrataBI Enterprise, StrataBI Commercial Edition, object code, source code if provided, deployment assets, configuration, documentation, official modules, templates, examples, schemas, and related materials provided by Shaleio under this Agreement.

6. "**StrataBI Enterprise**" or **“Enterprise Edition”** means the commercial version of StrataBI licensed under this Agreement, including enterprise deployment rights, designated enterprise features, official modules, and commercial support rights specified in the applicable Order Form.

7. **“Developer Edition”** or **“Community Edition”** means any version of StrataBI distributed under the Shaleio Guild Community License or another non-commercial, developer, source-available, trial, or community license.

8. **“Order Form”** means a written ordering document, quote, invoice, purchase order accepted by Shaleio, online order, or other written agreement identifying the Software, license scope, fees, term, deployment scope, support level, modules, or professional services purchased by Customer.

9. **“Statement of Work”** or **“SOW”** means a written document signed or accepted by the parties describing professional services, deployment assistance, consulting, training, custom development, or other services.

10. **“Primary Runtime”** means the main StrataBI application runtime, user-facing web runtime, API runtime, orchestration runtime, dashboard runtime, or other primary service layer responsible for serving or operating StrataBI as an application.

11. **“Managed Application Hosting”** means a managed, serverless, or fully managed application/container hosting service used to run the Primary Runtime where underlying compute host management is substantially abstracted away from Customer. Examples include AWS Fargate, Amazon EKS on Fargate, AWS App Runner, AWS Lightsail Container Services, and substantially similar services.

12. **“Customer Environment”** means Customer’s cloud account, virtual private cloud, network, infrastructure, systems, identity provider, storage, data sources, repositories, and computing environment where the Software is deployed or used.

13. **“Module”** means a software package, connector, extension, block, dashboard component, execution template, workflow, integration, or related add-on designed to run with, call into, extend, or be loaded by StrataBI.

14. **“Official Module”** means a Module published, certified, sold, maintained, or expressly designated by Shaleio as official, certified, enterprise, guild-approved, or otherwise endorsed.

15. **“Third-Party Module”** means a Module authored by someone other than Shaleio that has not been expressly designated by Shaleio as an Official Module.

16. **“Customer Data”** means data, files, queries, prompts, credentials, secrets, tokens, metadata, outputs, logs, dashboards, configurations, and other materials submitted to, processed by, stored in, or generated through the Software by or on behalf of Customer, excluding Shaleio Technology.

17. **“Shaleio Technology”** means the Software, documentation, deployment templates, schemas, designs, inventions, know-how, source code, object code, user interfaces, workflows, modules, connectors, improvements, modifications, derivatives, and related intellectual property owned or controlled by Shaleio.

18. **“Shaleio Marks”** means “Shaleio,” “StrataBI,” “Shaleio Guild,” “Guildmaster,” “Guild Approved,” the associated logos and certification marks, product names, and any other trademarks, service marks, trade names, or branding controlled by Shaleio. “Guildmaster” refers to Shaleio’s designated senior support and advisory resource.

19. **“Commercial Service”** means any hosted, managed, bureau, SaaS, outsourced, white-labeled, resale, redistribution, or other service offered to third parties using the Software or substantially similar functionality.

20. **“Enterprise Features”** means functionality that Shaleio reserves for the Enterprise Edition or otherwise designates as enterprise-only, including but not limited to: enterprise role-based access control (RBAC); the administrative console; enterprise SSO/SAML/OIDC packaging; the AI-assisted dashboard builder; dashboards-as-code / git-registry administrative override; favorites and pinned-dashboard management;

commercial and managed deployment automation; official enterprise Modules; license-gated features; the StrataHQ entitlement, licensing, signing, and account-binding mechanisms and related tooling; support tooling; marketplace distribution features; and any other feature identified by Shaleio as enterprise-only. Enterprise Features are licensed only under this Agreement or another written commercial agreement.

21. **"Licensed Account(s)"** means the specific cloud provider account(s) (identified by account identifier, organization, subscription, tenant, or equivalent) within which Customer is authorized to deploy and operate the Software, as set forth in or designated under the applicable Order Form. If the Order Form does not identify Licensed Accounts, the Licensed Accounts are the account(s) from which Customer first activates the Software under a valid entitlement, up to the deployment limits in Article 5.

22. "**Licensed Version(s)**" means the specific version(s) of the Software (identified by major version, minor version, patch level, or version range) that Customer is authorized to use under the applicable Order Form. Unless the Order Form expressly states otherwise, the Licensed Version(s) include the version initially licensed and all updates, patches, and upgrades made available by Shaleio during the license term.

23. **"License Token"** means any license key, entitlement token, signed license file, account-bound credential, or similar artifact issued by Shaleio (directly or through the Entitlement Service) that authorizes Customer's use of the Software or specific Enterprise Features.

24. **"Entitlement Service"** means Shaleio's control-plane services (including the service referred to as "StrataHQ") that verify entitlement, validate Licensed Accounts, validate Licensed Versions, and deliver or authorize licensed Software artifacts, whether accessed online or, for air-gapped deployments, through an offline signed License Token.

25. **"Trade Secrets"** means information within the Shaleio Technology that derives independent economic value from not being generally known and that Shaleio takes reasonable measures to keep secret, including the source code, object code, and signed runtime artifacts of the Enterprise Edition, the Entitlement Service design, non-public Modules, and related deployment materials. The Developer/Community Edition source code distributed under a source-available license is not a Trade Secret.

26. **"Template Materials"** means templates, examples, sample dashboards, schemas, configuration files, and documentation provided with the Software for Customer's reference and internal use.

<u>ARTICLE 3 – COMMERCIAL LICENSE GRANT</u>

1. **License grant.** Subject to Customer's compliance with this Agreement and payment of all applicable fees, Shaleio grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the applicable license term to:

a. install, deploy, and operate the Licensed Version(s) of the Software in the Licensed Account(s) within the Customer Environment;

b. use the Licensed Version(s) of the Software for Customer's internal business purposes;

c. permit Authorized Users to use the Licensed Version(s) of the Software for Customer's internal business purposes;

d. deploy the Primary Runtime using deployment targets authorized in the applicable Order Form;

e. use Official Modules identified in the applicable Order Form;

f. make a reasonable number of copies for backup, testing, disaster recovery, and internal deployment purposes; and

g. use Template Materials for Customer's internal business purposes, including adaptation and customization of such materials for Customer's own dashboards, reports, and configurations.

2. **Per-account and per-version licensing.** Customer acknowledges and agrees that:

   a. The license granted under this Agreement is explicitly tied to both the Licensed Account(s) and the Licensed Version(s) specified in or determined under the applicable Order Form.

   b. Use of the Software in any cloud account that is not a Licensed Account, or use of any version of the Software that is not a Licensed Version, is outside the scope of this Agreement and constitutes unlicensed use.

   c. Customer must obtain Shaleio's written approval (and pay any applicable additional fees) before: (i) adding or relocating to additional cloud accounts; or (ii) deploying versions of the Software not covered by the current Licensed Version(s).

   d. Each Licensed Account and each Licensed Version may be subject to separate licensing fees as specified in the applicable Order Form.

3. **License to Affiliates.** Customer may permit its Affiliates to use the Software under this Agreement, provided that:

   a. such use is within the scope, usage limits, Licensed Accounts, and Licensed Versions specified in the applicable Order Form;

   b. Customer remains fully responsible for each Affiliate's compliance with this Agreement; and

   c. any breach by an Affiliate shall be deemed a breach by Customer.

4. **Disaster recovery and high availability.** The license expressly includes the right to deploy temporary failover, disaster recovery, and high-availability environments within the Licensed Account(s) using the Licensed Version(s), provided such environments are used solely for business continuity purposes and do not exceed the deployment limits in the applicable Order Form.

5. **Reservation of rights.** All rights not expressly granted are reserved by Shaleio.

6. **Patent license.** Subject to Customer's compliance with this Agreement and payment of all applicable fees, and solely to the extent necessary to exercise the license rights granted above, Shaleio grants Customer a non-exclusive, non-transferable, non-sublicensable license during the applicable license term under any patent claims owned or controlled by Shaleio that are necessarily infringed by the unmodified Software as provided. This patent license does not extend to:

    a. any modifications made by or on behalf of Customer;

    b. any combination of the Software with other products, services, or technology not provided by Shaleio;

    c. any Third-Party Modules or customer-created Modules;

    d. any use of the Software outside the scope of this Agreement; or

    e. any version of the Software other than the Licensed Version(s).

7. **Patent defensive termination.** If Customer, or any entity Customer controls, initiates or knowingly supports a patent claim, cross-claim, or counterclaim alleging that the Software or any Shaleio product infringes a patent, all patent licenses granted under Section 5 of this Article terminate automatically as of the date such action is filed, and Shaleio may terminate the remaining licenses under this Agreement on written notice.

8. **Modifications and derivative works.** Customer may create modifications or derivative works of the Software solely for Customer's internal use, provided that:

    a. such modifications or derivative works are used only within the Licensed Account(s);

    b. such modifications or derivative works remain subject to all terms and restrictions of this Agreement;

    c. Customer does not distribute, sublicense, or provide such modifications or derivative works to third parties; and

    d. Shaleio has no obligation to support modified Software.

9. **Template Materials license.** Customer is licensed to use, adapt, copy, and modify Template Materials for Customer's internal use. Customer may incorporate Template Materials into Customer-created dashboards, configurations, and reports. The intellectual property rights in the original Template Materials and underlying Software

components remain the exclusive property of Shaleio. Customer-created dashboards, reports, and configurations that constitute original works of authorship belong to Customer, subject to Shaleio's rights in the underlying Software and Template Materials.

ARTICLE 4 – DEPLOYMENT RIGHTS

1. Definitions. For purposes of this Article:

   a. **"Deployment"** means one Primary Runtime stack, including all components, services, containers, and infrastructure elements required to operate a single instance of the Software as an integrated application environment.

   b. **"Production Deployment"** means a Deployment used to serve live business operations, customer-facing workloads, revenue-generating activities, or mission-critical workflows, as distinguished from development, testing, staging, or disaster recovery environments.

   c. **"DR/Failover Deployment"** means a standby or disaster recovery Deployment maintained solely to provide business continuity, high availability, or failover capability for a Production Deployment, and not used to serve concurrent production traffic under normal operating conditions.

2. License Scope and Edition Applicability.

   a. **Developer Edition scope.** The Developer Edition is licensed for development, testing, staging, quality assurance, evaluation, and other non-production uses as set forth in Shaleio's Guild Community License. Development, testing, and staging environments are served by the free Developer Edition and do not require an Enterprise license.

   b. **Enterprise license scope.** The Enterprise Edition license covers Production Deployment(s) only, subject to the limits and authorizations specified in the applicable Order Form. Each Production Deployment must be separately licensed under an Enterprise license unless the Order Form expressly authorizes multiple Production Deployments.

   c. **DR/Failover permitted.** For each licensed Production Deployment, Customer may deploy one corresponding DR/Failover Deployment for disaster recovery, business continuity, and high-availability purposes without requiring a separate Enterprise license, provided:

      i. The DR/Failover Deployment is used solely for standby, failover, or disaster recovery purposes.

      ii. The DR/Failover Deployment does not serve production traffic concurrently with the primary Production Deployment under normal operating conditions.

iii. The DR/Failover Deployment remains within the usage limits, deployment targets, Licensed Accounts, and Licensed Versions authorized in the applicable Order Form.

d. **Additional Enterprise non-production environments.** Any Enterprise Edition deployment for non-production purposes (such as enterprise-grade performance testing, pre-production validation, or customer acceptance environments requiring Enterprise Features) requires a separate Enterprise license only if expressly specified in the applicable Order Form. If the Order Form is silent, Enterprise Edition deployments are limited to Production Deployments and their corresponding DR/Failover Deployments (if any).

3. **Authorized deployment targets.**

a. **General authorization.** Unless the Order Form states otherwise, Customer may deploy the Licensed Version(s) of the Software within the Licensed Account(s) on the following deployment targets:

i. local development machines;

ii. on-premises servers;

iii. self-managed virtual machines;

iv. Amazon EC2;

v. ECS on EC2;

vi. EKS using EC2 worker nodes;

vii. self-managed Kubernetes;

viii. AWS Fargate;

ix. Amazon EKS on Fargate;

x. AWS App Runner;

xi. AWS Lightsail Container Services; and

xii. other deployment targets expressly approved by Shaleio in writing, including functionally equivalent managed container and serverless platforms on AWS or other cloud providers if specified in the Order Form.

b. **Edition-specific restrictions.** Notwithstanding the deployment targets listed in Subsection (a) of this Section, any deployment target used for a Production Deployment or DR/Failover Deployment must be authorized under the applicable Enterprise license, and any use of Enterprise Features on any deployment target requires a valid Enterprise license regardless of the target type or environment classification.

4. **Managed Application Hosting.**

   a. **Definition and licensing requirement.** Deployment targets that constitute Managed Application Hosting (Sections 3.a.viii through 3.a.xii of this Article and any similar services where the underlying compute host management is substantially abstracted away from Customer) are licensed only to the extent the applicable Order Form expressly authorizes them.

   b. **Order Form silence.** If the Order Form is silent as to Managed Application Hosting, Customer's deployment is limited to the non-Managed Application Hosting targets enumerated in Sections 3.a.i through 3.a.vii of this Article.

   c. **Enterprise deployment pattern acknowledgment.** Customer acknowledges that Managed Application Hosting is an enterprise deployment pattern and is permitted only under a commercial Enterprise license or another written commercial agreement with Shaleio, subject to the authorizations and limits specified in the applicable Order Form.

5. **Multi-region and multi-availability-zone deployments.** Customer may deploy the Licensed Version(s) of the Software across multiple regions and availability zones within the Licensed Account(s) for resiliency, disaster recovery, and performance optimization, provided such deployments remain within the usage limits, Deployment count, and deployment target authorizations specified in the applicable Order Form. Each distinct Production Deployment, regardless of geographic distribution, counts as one Deployment under the applicable Enterprise license.

6. Non-Production Environments and Autoscaling.

   a. **Developer Edition non-production environments.** Customer may deploy unlimited development, testing, quality assurance, staging, and short-lived development environments using the Developer Edition without requiring an Enterprise license, provided such environments do not utilize Enterprise Features and are used solely for the Permitted Purposes set forth in Shaleio's Guild Community License.

   b. **Production Deployment limits.** The total number of Production Deployments must not exceed the limits specified in the applicable Order Form. DR/Failover Deployments authorized under Section 2.c of this Article do not count as separate Production Deployments.

   c. **Autoscaling instances.** Temporary autoscaling instances, pods, containers, or nodes within a single Deployment environment (whether production or non-production) do not count as separate Deployments, provided they are part of the same logical Primary Runtime stack and are used to scale capacity within that Deployment rather than to create a new, independent Deployment.

7. Customer Cloud Account and Operational Responsibility.

    a. **Customer infrastructure.** Unless otherwise agreed in writing, the Software will be deployed into Customer's own cloud account, network, subscription, tenant, or infrastructure environment. Customer acknowledges that Customer, not Shaleio, controls the deployment environment.

    b. **Customer responsibilities.** Customer is responsible for:

        i. Cloud provider accounts, subscriptions, and tenants.

        ii. Permissions, identity and access management (IAM), and service limits.

        iii. Networking, security groups, firewalls, and routing.

        iv. DNS, certificates, and TLS/SSL configuration.

        v. Monitoring, logging, and alerting.

        vi. Backups, snapshots, and disaster recovery procedures.

        vii. Related operational, security, and compliance requirements.

    c. **Statement of Work exception.** The responsibilities enumerated in Subsection (b) of this Section apply unless a signed Statement of Work expressly assigns specific responsibilities to Shaleio.

8. **Cloud Costs and Third-Party Services.** Customer is solely responsible for all cloud, hosting, storage, compute, query, AI model, networking, logging, monitoring, data transfer, marketplace, and third-party service costs arising from Customer's use of the Software, whether incurred in connection with Developer Edition or Enterprise Edition deployments. Shaleio has no obligation to pay, reimburse, or indemnify Customer for any such costs.

9. Production Readiness and Suitability.

    a. **Customer evaluation.** Customer is solely responsible for determining whether any Deployment (including the deployment target, configuration, architecture, and operational controls) is suitable for Customer's production, security, regulatory, compliance, continuity, availability, disaster recovery, and operational requirements.

    b. **No Shaleio warranty.** Shaleio makes no representation or warranty that any deployment target, configuration, or environment is suitable for Customer's specific production or regulatory use, unless Shaleio expressly assumes specific production-readiness, availability, security, or compliance obligations in a signed Statement of Work.

    c. **Regulatory and high-risk use.** Customer acknowledges that use of the Software in regulated, safety-critical, high-risk, or mission-critical environments may require additional certifications, controls, testing, and contractual commitments beyond the scope of this Agreement, and Customer is solely responsible for ensuring compliance with all applicable regulatory and safety requirements.

ARTICLE 5 – LICENSE SCOPE AND USAGE LIMITS

1. **Usage limits.** The applicable Order Form may specify usage limits, including:

    a. license term;

    b. number of environments;

    c. number of production deployments;

    d. number of Authorized Users;

    e. number of tenants;

    f. modules included;

    g. support level;

    h. Licensed Accounts;

    i. Licensed Versions;

    j. cloud accounts or regions;

    k. data volume or workload limits;

    l. professional services scope; or

    m. other commercial limits.

2. **Compliance with usage limits.** Customer may not exceed the usage limits in the applicable Order Form without Shaleio's written approval and payment of any applicable additional fees. If no Order Form specifies limits, the license is limited to one Customer, one Licensed Account, one Licensed Version (the version initially delivered), one production deployment, one non-production deployment, and Customer's internal business use only.

3. **Notification of material usage increases.** Customer will notify Shaleio in writing within thirty (30) days of any material increase in usage that approaches or exceeds the baseline usage metrics specified in the Order Form.

4. **Licensed Accounts.** The Software is licensed for deployment and operation only within the Licensed Account(s) and only for the Licensed Version(s). Operating the Primary Runtime in, from, or for the benefit of any cloud account that is not a Licensed Account, or using any version of the Software that is not a Licensed Version, is outside the scope of this Agreement and constitutes unlicensed use, regardless of any technical

ability to do so. Customer must obtain Shaleio's written approval (and pay any applicable fees) before adding or relocating to additional Licensed Accounts or using additional versions of the Software.

5. **Shared services and central IT.** For purposes of determining whether use is by "one Customer," shared services organizations, central IT departments, and internal business units of Customer that deploy the Software for the benefit of Customer's consolidated enterprise are treated as a single Customer, provided all such use remains within the Licensed Account(s), Licensed Versions, and usage limits in the applicable Order Form.

6. **Entitlement verification and account binding.** Customer acknowledges that the Software and Enterprise Features are entitlement-gated and may be bound to the Licensed Account(s) and Licensed Version(s). The Software may validate its entitlement, Licensed Account, and Licensed Version against the Entitlement Service, or, for air-gapped deployments, against an offline signed License Token. Customer authorizes this verification and the transmission of the minimal identifiers (such as the deploying account identifier, version identifier, License Token, edition, and version) necessary to validate entitlement. Shaleio does not receive Customer Data through this verification. If verification fails or the deployment is outside the Licensed Account(s), Licensed Version(s), or entitled scope, the Software may refuse to start or may operate in a degraded state.

7. **Entitlement Service availability.** Shaleio will use commercially reasonable efforts to maintain the availability of the Entitlement Service. Entitlement verification failures caused by Shaleio's systems, not Customer misuse or breach, will not constitute Customer breach and will be treated as service issues subject to any applicable Service Level Agreement. Shaleio will use commercially reasonable efforts to resolve entitlement functionality issues promptly and, where applicable, will provide temporary offline License Tokens or workarounds for material outages. Customer's obligation to pay fees continues during any Entitlement Service outage, but reasonable credits or extensions of license term may be provided for material entitlement-caused outages that prevent use of the Software, subject to the limitation of liability in Article 26.

8. **No circumvention of entitlement or account binding.** Customer may not disable, bypass, spoof, falsify, or otherwise circumvent the Entitlement Service, License Token validation, signed-artifact verification, account binding, version verification, or any related licensing control, and may not operate the Software using a License Token issued for a different account, customer, version, or scope.

ARTICLE 6 – USAGE TELEMETRY AND DIAGNOSTICS

1. **No Default Telemetry Transmission. The Software does not collect or transmit usage telemetry, diagnostic logs, error reports, analytics data, or Customer Data to Shaleio by default. All collection and transmission of operational data beyond**

entitlement verification under Article 5, Section 6 requires express Customer authorization as set forth in this Article.

2. **Opt-In Telemetry Collection.** Customer may elect to authorize Shaleio to collect and receive telemetry and diagnostic data by executing an applicable Order Form, Statement of Work, support agreement, or other applicable agreement service agreement or Data Processing Addendum that expressly enables such collection.

3. **Customer Data Exclusion.** For avoidance of doubt, unless Customer has executed a separate written agreement expressly authorizing the collection of Customer Data in connection with support, troubleshooting, or diagnostic activities requested by Customer, telemetry collection shall not include Customer Data, database contents, queries, user credentials, secrets, encryption keys, or other sensitive information. Any authorization for Customer Data collection must specify the data categories, retention period, security controls, and deletion procedures applicable to such data.

4. **Purpose of telemetry.** For any telemetry data Shaleio is authorized to collect, such data is used for purposes such as improving the Software, security monitoring, license compliance verification, support issue diagnosis, and product development. Shaleio will treat telemetry data as Confidential Information subject to Article 21.

5. **Governing Terms.** All telemetry and diagnostic data collection authorized by Customer shall be governed by the terms of the applicable Order Form, Statement of Work, services agreement, Data Processing Addendum, or support agreement, including any data processing, security, retention, and deletion obligations set forth therein. In the event of any conflict between this Article and such governing terms, the more restrictive provision shall control.

ARTICLE 7 – RESTRICTIONS

1. **Prohibited uses.** Customer may not do any of the following unless expressly authorized in an Order Form or separate written agreement:

   a. sell, resell, rent, lease, sublicense, distribute, or commercially transfer the Software;

   b. provide the Software to third parties as a Commercial Service;

   c. use the Software to operate a competing product, service, managed service, SaaS platform, or marketplace offering, where “competing” means any product, service, or offering that provides business intelligence, analytics, dashboarding, or data visualization functionality substantially similar to StrataBI;

   d. white-label or rebrand the Software;

   e. remove, obscure, or alter copyright, license, trademark, attribution, proprietary, or product notices;

f. circumvent, disable, bypass, spoof, falsify, or work around License Tokens, the Entitlement Service, signed-artifact verification, account binding, version verification, license keys, license checks, feature gates, usage limits, access controls, or technical restrictions;

g. reverse engineer, decompile, or disassemble the Software except to the limited extent applicable law prohibits this restriction and only for purposes of interoperability with Customer’s own systems, provided that Customer will first request necessary information from Shaleio;

h. use the Software in violation of law, sanctions, export controls, or third-party rights;

i. use Shaleio Marks except as permitted by this Agreement;

j. publish benchmarks, security test results, or performance comparisons without Shaleio’s prior written approval, except that Customer may conduct internal benchmarking and security testing under reasonable confidentiality for Customer’s own evaluation purposes;

k. use the Software to process data Customer is not authorized to process;

l. interfere with or disrupt the Software, Shaleio systems, or third-party systems;

m. use the Software outside the scope of the applicable Order Form, including use outside the Licensed Account(s) or use of versions not included in the Licensed Versions; or

n. use the Software, its source code, schemas, or documentation as training data, or for fine-tuning, model distillation, or other machine-learning purposes intended to produce a product, model, or service that reproduces or substantially replicates the Software or its functionality, provided that incidental model training on Customer Data processed through the Software where Shaleio has no access to such data is not a breach of this restriction.

2. **Clarification of permitted activities.** Notwithstanding Section 1 of this Article, Customer may:

   a. perform internal benchmarking and security testing for Customer’s own evaluation, procurement, and operational purposes, provided results are kept confidential and not published;

   b. reverse engineer the Software to the limited extent permitted by applicable law solely for interoperability purposes, after first requesting the necessary interface information from Shaleio; and

   c. train machine learning models on Customer Data processed through the Software, where such training does not involve Shaleio Technology, source code, schemas, or documentation.

ARTICLE 8 – MODULES

1. **Official Modules.** Customer may use Official Modules only if included in the applicable Order Form or otherwise made available by Shaleio for Customer's licensed use.
2. **Module-specific terms.** Official Modules may be subject to additional module-specific terms, fees, support limitations, third-party service requirements, or usage limits.
3. **Third-Party Modules.** Customer may use Third-Party Modules at Customer's own risk. Shaleio is not responsible for Third-Party Modules unless Shaleio expressly agrees otherwise in writing.
4. **Customer-created Modules.** Customer retains ownership of original Modules created by Customer, excluding Shaleio Technology. Customer grants Shaleio no rights to Customer-created Modules merely because Customer uses them internally with the Software.
5. **Module support.** Unless expressly included in the applicable Order Form, Shaleio has no obligation to support Third-Party Modules, customer-created Modules, modified Modules, or unsupported configurations.

ARTICLE 9 – PROFESSIONAL SERVICES, ACCEPTANCE, AND DEPLOYMENT ASSISTANCE

1. **Scope of professional services.** Professional services, deployment assistance, training, implementation, configuration, custom development, architecture review, or consulting services are provided only if described in an Order Form or Statement of Work.
2. **Default service terms.** Unless a Statement of Work states otherwise:
    a. Shaleio will perform services remotely;
    b. Customer will provide timely access, credentials, approvals, technical contacts, documentation, and required environments;
    c. Customer remains responsible for final review, acceptance, security approval, production readiness, and operation of the deployment;
    d. delays caused by Customer may affect timelines and fees; and
    e. services do not include legal, compliance, security certification, FedRAMP, SOC, HIPAA, export control, or government authorization services.
3. **Deliverables and acceptance.** Each Statement of Work will define deliverables, milestones, and objective acceptance criteria. Unless the Statement of Work specifies otherwise:

a. Customer will have ten (10) business days from delivery to review each deliverable and provide written notice of any non-conformity with the applicable Statement of Work specifications;

b. if Customer provides timely written notice of non-conformity specifying the deficiencies in reasonable detail, Shaleio will use commercially reasonable efforts to remediate the identified non-conformities as part of the services;

c. if Customer does not provide timely written notice of non-conformity, the deliverable will be deemed accepted; and

d. non-conformities will be remediated in accordance with the applicable Statement of Work timelines and procedures.

4. **Professional services warranty.** Shaleio warrants that professional services will be performed in a professional and workmanlike manner consistent with industry standards. Customer's exclusive remedy and Shaleio's sole liability for breach of this warranty is re-performance of the non-conforming services or, if Shaleio cannot substantially re-perform the services within a reasonable time, a refund of the fees paid for the non-conforming services, subject to the limitation of liability in Article 26.

ARTICLE 10 – SUPPORT, MAINTENANCE, AND SERVICE LEVELS

1. **Support scope.** Support and maintenance are provided only as specified in the applicable Order Form, support terms, or Service Level Agreement. Unless expressly stated otherwise, support does not include:

   a. support for modified Software;

   b. support for Third-Party Modules;

   c. support for unsupported deployment targets;

   d. support for customer-created code;

   e. support for third-party cloud provider outages;

   f. support for misconfigured IAM, networking, DNS, certificates, data sources, identity providers, or customer infrastructure;

   g. custom development;

   h. on-call incident response; or

   i. guaranteed resolution times.

2. **Updates and upgrades. Updates and upgrades.** Shaleio may provide updates, patches, upgrades, or new versions at its discretion or as specified in the Order Form. Customer's license to new versions is governed by the Licensed Versions provision in the Order Form. Unless the Order Form expressly states otherwise, Customer may use

new major or minor versions made available during the license term without additional version-specific fees, provided Customer remains within the Licensed Account(s) and other usage limits.

3. **Service Level Agreement.** If support is included in the applicable Order Form, Shaleio will provide support in accordance with the Service Level Agreement incorporated by reference in the Order Form or SOW.

4. **Sole remedy for service-level failures.** Any service credits or other remedies specified in the Service Level Agreement are Customer's sole and exclusive remedies for Shaleio's failure to meet service-level commitments. Service-level failures are subject to the limitation of liability in Article 26.

5. **Deprecation and end-of-life.** Shaleio may modify, replace, deprecate, or discontinue Enterprise Features, modules, or versions of the Software with at least ninety (90) days' prior written notice to Customer. Where a material Enterprise Feature used by Customer is deprecated or discontinued without a substantially equivalent replacement, Customer may terminate the affected module or Order Form and receive a pro-rated refund of prepaid, unused fees for the affected module or Software, subject to the limitation of liability in Article 26. This Section does not apply to:

    a. modifications that enhance or replace functionality without materially reducing Customer's use rights;

    b. deprecation of Third-Party Modules or integrations with third-party services; or

    c. security updates, patches, or changes required to comply with applicable law.

<u>ARTICLE 11 – EVALUATION, BETA, AND TRIAL LICENSES</u>

1. **Evaluation licenses.** Where the Order Form or a separate evaluation agreement expressly provides for an evaluation, beta, pilot, proof-of-concept, or trial license, the following terms apply in addition to the rest of this Agreement:

    a. the evaluation license is provided for a limited duration specified in the Order Form or evaluation agreement, not to exceed thirty (30) days unless extended in writing by Shaleio;

    b. Customer may use the Software solely for internal evaluation and testing purposes and may not deploy the Software in production or for any mission-critical, revenue-generating, or customer-facing use;

    c. Customer may not use evaluation Software to process sensitive, regulated, or production data;

    d. evaluation Software is provided "AS IS" without any warranty, service level, or support commitment beyond what is expressly stated in the evaluation agreement;

e. Shaleio’s liability for evaluation Software is limited to direct damages not exceeding $1,000 USD in the aggregate, and the exclusion of indirect and consequential damages in Article 26 applies;

f. Shaleio has no obligation to provide IP indemnity, maintenance, updates, or professional services for evaluation Software unless expressly agreed in the evaluation agreement; and

g. upon expiration of the evaluation period, Customer must either enter into a paid Order Form or cease all use of the Software and destroy or return all copies, License Tokens, and Shaleio Confidential Information.

2. **Conversion to production license.** If Customer enters into a paid Order Form during or after the evaluation period, the evaluation license will automatically terminate and be superseded by the commercial license granted under the Order Form, effective as of the Order Form effective date.

ARTICLE 12 – FEES, TAXES, AND PAYMENT

1. **Payment obligation.** Customer will pay all fees specified in the applicable Order Form or invoice. Unless the Order Form states otherwise:

a. fees are due within thirty (30) days of invoice date;

b. fees are non-refundable except as expressly provided in this Agreement;

c. fees are exclusive of taxes;

d. Customer is responsible for all taxes, duties, tariffs, and other governmental charges related to the Software or services, other than taxes on Shaleio’s net income; and

e. late amounts may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law.

2. **Optional satisfaction guarantee.** If the applicable Order Form expressly includes a satisfaction guarantee or money-back guarantee provision, the specific terms, conditions, duration, exclusions, and procedures for such guarantee will be set forth in that Order Form. No satisfaction guarantee or money-back guarantee applies unless expressly stated in the Order Form. Any such guarantee is subject to:

a. the time period, conditions, and refund calculation method specified in the Order Form;

b. Customer’s compliance with this Agreement during the guarantee period;

c. timely written notice and substantiation of dissatisfaction as required by the Order Form;

d. return or destruction of all Software, License Tokens, and Confidential Information; and

e. the limitation of liability in Article 26.

3. **No broad cancellation refund.** Customer acknowledges that fees paid under this Agreement are non-refundable except as expressly provided in this Agreement (including any satisfaction guarantee expressly set forth in the applicable Order Form, termination for Shaleio's uncured material breach as provided in Article 13, Section 7, deprecation refunds as provided in Article 10, Section 5, or other specific refund provisions expressly stated in this Agreement). Customer has no right to cancel this Agreement or any Order Form for convenience and receive a refund of fees already paid.

4. **Disputed amounts.** Customer may withhold payment of amounts disputed in good faith, provided that:

   a. Customer provides written notice to Shaleio of the disputed amount and a detailed explanation of the basis for the dispute within fifteen (15) days of the invoice date;

   b. Customer pays all undisputed amounts when due; and

   c. the parties will work in good faith to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days, either party may pursue remedies under Article 29.

5. **Payment methods.** Customer will pay by wire transfer, ACH, credit card, or other method specified in the Order Form or invoice. Shaleio reserves the right to modify accepted payment methods with reasonable notice.

6. **Collection costs.** If Shaleio retains collection services or legal counsel to collect overdue amounts, Customer will reimburse Shaleio for reasonable collection costs and attorneys' fees incurred.

7. **Suspension for non-payment.** Shaleio may suspend licenses, support, updates, services, or access to the Entitlement Service if undisputed amounts remain unpaid more than thirty (30) days after Shaleio provides written notice of non-payment. Suspension does not relieve Customer of its payment obligations. Shaleio will restore access promptly upon receipt of all overdue amounts.

ARTICLE 13 – TERM, RENEWAL, AND TERMINATION

1. **Term.** This Agreement begins on the Effective Date or the date Customer first accepts the Agreement and continues for the term specified in the applicable Order Form.

2. **Renewal.** Unless the Order Form states otherwise, licenses and support subscriptions will automatically renew for successive one-year periods unless either party provides

written notice of non-renewal at least sixty (60) days before the end of the then-current term. Renewal fees will be Shaleio's then-current standard fees.

3. **Termination for breach.** Either party may terminate this Agreement for material breach if the breach is not cured within thirty (30) days after written notice specifying the breach.

4. **Immediate termination by Shaleio.** Shaleio may terminate this Agreement immediately upon written notice if Customer:

   a. violates Article 7 (Restrictions);

   b. infringes Shaleio intellectual property rights;

   c. fails to pay undisputed fees after notice and expiration of any applicable cure period;

   d. uses the Software outside the licensed scope, including use outside the Licensed Account(s) or use of versions not included in the Licensed Versions;

   e. attempts to circumvent license controls; or

   f. becomes insolvent, ceases business operations, or enters bankruptcy or similar proceedings.

5. **Effect of termination.** Upon termination or expiration, Customer must:

   a. immediately stop using the Software;

   b. destroy or return all copies of the Software, License Tokens, and Shaleio Confidential Information within thirty (30) days, except to the extent retention is required by law; and

   c. certify in writing to Shaleio that Customer has complied with this Section.

6. **Partial termination.** Shaleio may terminate individual Order Forms, modules, or services for breach specific to those items without terminating the entire Agreement, provided the breach relates specifically to the terminated items.

7. **Refunds upon Shaleio breach.** If Shaleio terminates this Agreement without cause or Customer terminates for Shaleio's uncured material breach, Shaleio will refund prepaid, unused fees for the affected Software or services on a pro-rated basis, subject to the limitation of liability in Article 26.

8. **Survival.** Sections intended by their nature to survive termination survive, including Articles 2, 5, 7, 10, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30. Customer's obligation to pay all undisputed amounts due, including fees identified through post-termination audits relating to pre-termination use, survives termination. Shaleio's audit rights under Article 24 survive for three (3) years after termination for uses and fees incurred during the term.

ARTICLE 14 – CUSTOMER DATA AND DATA OWNERSHIP

1. **Customer Data ownership.** As between the parties, Customer owns Customer Data. Because the Software is deployed and operated within the Customer Environment, Shaleio does not, in the ordinary course, receive, host, or process Customer Data.

2. **Limited access for support.** Customer grants Shaleio a limited right to access, use, process, and store only such Customer Data as Customer voluntarily provides to Shaleio in connection with support, troubleshooting, or professional services that Customer requests, and solely to provide that requested assistance. Customer is responsible for redacting or withholding credentials, secrets, tokens, and keys before providing any materials to Shaleio; Shaleio does not require, and Customer should not provide, Customer's production secrets.

3. **Customer responsibilities.** Customer is responsible for:

    a. the legality, accuracy, quality, and integrity of Customer Data;

    b. obtaining all required rights and consents to process Customer Data;

    c. configuring permissions and access controls;

    d. protecting secrets, credentials, tokens, and keys;

    e. backup and retention of Customer Data;

    f. data classification and handling in accordance with applicable law and Customer's internal policies;

    g. compliance with applicable laws regarding Customer Data; and

    h. preventing unauthorized access to Customer Data.

4. **Retention and deletion.** Shaleio will retain Customer Data received for support purposes only for the period reasonably necessary to provide the requested support, and will delete such data within ninety (90) days after resolution of the support issue unless Customer requests longer retention or applicable law requires retention. Shaleio has no obligation to maintain or reconstruct Customer Data in the Customer Environment, and Customer is solely responsible for backup and retention of such data.

5. **Data export and cooperation.** Upon Customer's reasonable request in connection with support or at termination, Shaleio will cooperate with Customer to export or return Customer Data in Shaleio's possession in a commonly used format, subject to reasonable fees for any material effort required.

6. **No SaaS hosting.** Unless expressly agreed in writing, Shaleio does not host Customer Data as a SaaS provider and is not responsible for Customer's cloud account, data lake, databases, identity provider, or infrastructure.

ARTICLE 15 – DATA PROTECTION, PRIVACY, AND SECURITY

1. **Data Processing Addendum.** Where Shaleio processes personal data subject to the General Data Protection Regulation (GDPR), UK GDPR, California Consumer Privacy Act (CCPA), or other applicable privacy laws, the parties will execute a Data Processing Addendum addressing:

    a. the subject matter, duration, nature, and purpose of processing;

    b. the categories of personal data and data subjects;

    c. Customer's processing instructions;

    d. Shaleio's obligations regarding confidentiality, security, subprocessors, data subject rights, and cross-border transfers;

    e. security incident notification procedures and timelines; and

    f. audit and inspection rights.

2. **Security measures for Customer Data.** When Shaleio accesses Customer Data for support or professional services, Shaleio will implement and maintain reasonable technical and organizational measures to protect such data.

3. **Security incident notification.** If Shaleio becomes aware of a security incident specifically affecting Customer Data in Shaleio's possession or control, Shaleio will notify Customer.

4. **Customer Environment security.** Customer is responsible for securing the Customer Environment, including:

    a. identity providers, IAM roles, and access policies;

    b. secrets, credentials, tokens, and encryption keys;

    c. network controls, security groups, and firewalls;

    d. logging, monitoring, and alerting;

    e. vulnerability management and patching;

    f. cloud security posture and compliance; and

    g. configuration and deployment security.

5. **Shaleio security obligations.** Shaleio will maintain reasonable security practices for systems Shaleio operates, including the Entitlement Service, in accordance with industry standards.

6. **Security incident reporting by Customer.** Customer must promptly notify Shaleio of any security incident involving the Software that may affect Shaleio, the Software, License Tokens, Shaleio Technology, Trade Secrets, or other customers.

7. **Recommended configurations.** Shaleio may provide recommended security configurations, deployment guidance, and best practices. Customer acknowledges that such recommendations are provided as guidance only and must be evaluated and approved by Customer against Customer's own security policies, regulatory requirements, and risk tolerance. Shaleio is not responsible for Customer's configuration choices or security posture.

ARTICLE 16 – INSURANCE

1. **Customer insurance.** Customer will maintain, at its own expense, insurance appropriate to Customer's use of the Software and operation of the Customer Environment, including coverage for Customer's data, infrastructure, business interruption, and third-party liability arising from Customer's products, services, and operations.

2. **Certificates of insurance.** Customer will provide Shaleio with certificates of insurance evidencing the coverages required under this Article upon reasonable request. Certificates will provide that Shaleio will receive at least thirty (30) days' prior written notice of material changes, cancellation, or non-renewal of coverage, except that ten (10) days' notice is permitted for non-payment of premium.

3. **No limitation.** The insurance requirements in this Article do not limit Customer's liability under this Agreement except as expressly provided in Article 26.

ARTICLE 17 – ACCESSIBILITY AND LOCALIZATION

1. **Accessibility.** Shaleio does not warrant that the Software's user interfaces or documentation conform to any specific accessibility standards (such as WCAG, Section 508, ADA, or similar requirements) unless expressly stated in the applicable Order Form. Customer is solely responsible for evaluating whether the Software meets Customer's accessibility requirements.

2. **Localization.** The Software and documentation are provided in English. Localized versions or language variants, if any, are provided "AS IS" and are not warranted to be complete, accurate, or up-to-date unless otherwise specified in the Order Form. Customer is responsible for any translation, localization, or adaptation required for Customer's use.

ARTICLE 18 – SOURCE CODE ESCROW

1. **Optional escrow.** Upon Customer's request and at Customer's expense, the parties may enter into a separate source code escrow agreement with a recognized escrow agent designated by mutual agreement. The source code escrow agreement will provide for deposit of the Software source code, documentation, and build materials necessary to compile and deploy the Software (collectively, "**Deposit Materials**").

2. **Source code license upon release.** Upon release of Deposit Materials to Customer under the terms of an escrow agreement, Customer will have a perpetual, non-exclusive, non-transferable license to use, modify, and maintain the released Deposit Materials solely for Customer's internal use and solely to the extent necessary to continue using the Software as licensed under this Agreement. Customer may not distribute, sublicense, or create derivative products or services for third parties using the released Deposit Materials.

3. **Escrow maintenance.** Shaleio will maintain the escrow agreement for at least the duration of Customer's license term and will deposit updated Deposit Materials following each major release of the Software provided to Customer.

4. **No obligation absent agreement.** Shaleio has no obligation to establish or maintain a source code escrow arrangement except as expressly agreed in a separate source code escrow agreement executed by the parties and the escrow agent.

ARTICLE 19 – OWNERSHIP AND INTELLECTUAL PROPERTY

1. **Shaleio ownership.** Shaleio owns and retains all right, title, and interest in and to Shaleio Technology, including all intellectual property rights. No rights are transferred except the limited license rights expressly granted in this Agreement.

2. **Customer ownership.** Customer owns Customer Data and Customer-created materials that do not incorporate Shaleio Technology, including Customer-created dashboards, reports, configurations, and Modules that constitute original works of authorship, subject to Shaleio's rights in the underlying Software and Template Materials.

3. **No implied licenses.** No licenses or rights are granted by implication, estoppel, usage of trade, or course of dealing. Customer acknowledges that all rights not expressly granted under this Agreement are reserved to Shaleio.

4. **Generic know-how.** Nothing in this Agreement restricts Customer personnel from using generic skills, knowledge, and experience gained through normal use of the Software, provided such use does not involve disclosure or use of Shaleio Technology, Trade Secrets, or Confidential Information.

ARTICLE 20 – FEEDBACK

1. **License to feedback.** If Customer provides suggestions, ideas, enhancement requests, bug reports, recommendations, or other feedback regarding the Software, Customer grants Shaleio a perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable license to use, modify, incorporate, commercialize, and otherwise exploit that feedback without restriction or compensation.

2. **No obligation.** Shaleio has no obligation to implement, incorporate, or respond to any feedback provided by Customer.

ARTICLE 21 – CONFIDENTIALITY AND TRADE SECRETS

1. **Definition of Confidential Information.** "**Confidential Information**" means non-public information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") that is marked confidential or reasonably should be understood to be confidential, including:

    a. Software source code, object code, and signed runtime artifacts;

    b. License Tokens, license keys, and access credentials;

    c. Entitlement Service design and implementation details;

    d. pricing, fees, and commercial terms;

    e. security information, vulnerability reports, and incident details;

    f. business plans, strategies, and non-public product roadmaps;

    g. technical designs, algorithms, and architectures;

    h. Customer Data; and

    i. any other information identified as confidential or proprietary.

2. **Confidentiality obligations.** The Receiving Party must:

    a. use Confidential Information only to perform under this Agreement;

    b. protect Confidential Information using at least reasonable care and no less than the care the Receiving Party uses to protect its own confidential information of similar nature; and

    c. not disclose Confidential Information to any third party except as permitted by this Agreement.

3. **Permitted disclosures.** The Receiving Party may disclose Confidential Information:

    a. to its employees, contractors, advisors, and legal counsel who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Agreement;

    b. to the extent required by law, regulation, court order, or governmental authority, provided the Receiving Party gives the Disclosing Party prompt written notice (where legally permitted) and reasonable opportunity to seek a protective order or other appropriate remedy; and

    c. as expressly permitted elsewhere in this Agreement.

4. **Exceptions.** The confidentiality obligations in this Article do not apply to information that the Receiving Party can demonstrate:

a. is or becomes publicly available through no fault or breach of the Receiving Party;

b. was already lawfully known to the Receiving Party without restriction before disclosure by the Disclosing Party;

c. was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or

d. was lawfully received from a third party without restriction and without breach of any obligation to the Disclosing Party.

5. **Trade Secrets.** Customer acknowledges that the Trade Secrets constitute some of Shaleio's most valuable confidential and proprietary information. Customer will protect Trade Secrets with the highest degree of care and will not disclose, use, reverse engineer, or permit access to Trade Secrets except as expressly authorized by this Agreement.

6. **Credentials and License Tokens.** Customer will protect License Tokens, license keys, access credentials, and authentication tokens as Confidential Information and will not share, publish, or disclose such items to any unauthorized party. Customer will promptly notify Shaleio if Customer becomes aware of any unauthorized disclosure or use of License Tokens or credentials.

7. **Duration.** Confidentiality obligations will continue for five (5) years from the date of disclosure, except that obligations regarding Trade Secrets will continue for so long as the information remains a Trade Secret under applicable law, and obligations regarding Customer Data will continue as specified in Article 14 and any applicable Data Processing Addendum.

<u>ARTICLE 22 – TRADEMARKS AND PUBLICITY</u>

1. **License to use Shaleio Marks.** This Agreement does not grant Customer rights to use Shaleio Marks except to truthfully identify Customer's authorized use of StrataBI Enterprise in Customer's internal documentation and systems.

2. **Restrictions on trademark use.** Customer may not:

a. use Shaleio Marks in a way that implies endorsement, partnership, certification, sponsorship, affiliation, or joint venture beyond the relationship created by this Agreement;

b. use Shaleio Marks in Customer's product names, service names, domain names, social media handles, or branding;

c. register or attempt to register any Shaleio Marks or confusingly similar marks;

d. challenge or assist others in challenging Shaleio's rights in Shaleio Marks; or

    e. use Shaleio Marks in any manner that disparages or harms Shaleio's reputation or goodwill.

3. **Quality control.** Any permitted use of Shaleio Marks must comply with Shaleio's trademark usage guidelines, if provided, and must maintain the quality standards associated with Shaleio Marks.

4. **Shaleio publicity rights.** Shaleio may not use Customer's name, logo, or trademarks in marketing materials, case studies, press releases, customer lists, or other public communications without Customer's prior written consent, except that Shaleio may:

    a. identify Customer as a user of StrataBI Enterprise in aggregate customer lists or statistics that do not provide details about Customer's specific use, deployment, or business; and

    b. respond factually to reference requests from prospective customers, subject to any confidentiality obligations.

5. **Customer approval process.** For any proposed public announcement, press release, case study, testimonial, logo use, or other marketing reference that identifies Customer specifically, Shaleio will:

    a. provide Customer with a draft of the proposed reference at least ten (10) business days before publication;

    b. obtain Customer's written approval before publication;

    c. allow Customer to opt out of any such reference at any time upon written notice; and

    d. comply with Customer's reasonable review comments and branding guidelines.

6. **Regulated and sensitive customers.** Customer may designate itself as a "no-publicity" customer by providing written notice to Shaleio, in which case Shaleio will not publicly identify Customer in any manner without Customer's express prior written consent for each instance.

ARTICLE 23 – THIRD-PARTY SOFTWARE AND OPEN SOURCE

1. **Third-party components.** The Software may include, depend on, or interoperate with third-party software, open source software, cloud services, APIs, models, libraries, and platforms. Those third-party materials are governed by their own licenses and terms. Customer is responsible for complying with third-party terms applicable to Customer's environment and use of the Software.

2. **Open source license precedence.** To the extent any open source component is governed by its own open source license, that open source license governs Customer's use of that component. In the event of any conflict between this Agreement and an applicable open source license regarding the specific open source component, the

open source license will control as to that component to the extent required by such license.

3. **No Shaleio responsibility for third-party changes.** Shaleio is not responsible for changes, outages, discontinuation, pricing changes, service limits, permission changes, or functionality changes in third-party services, APIs, or software unless expressly agreed in writing. Shaleio may update, replace, or remove third-party components or integrations in its discretion, provided that such changes do not materially reduce the core functionality of the Software as described in the documentation.

4. **Customer responsibility for third-party services.** Customer is solely responsible for:

   a. obtaining and maintaining accounts, licenses, and access to third-party services and APIs used with the Software;

   b. compliance with third-party terms of service, acceptable use policies, and licensing requirements;

   c. fees, costs, and charges imposed by third-party service providers; and

   d. any data shared with or processed by third-party services through Customer's use of the Software.

ARTICLE 24 – COMPLIANCE, AUDIT, AND REGULATORY MATTERS

1. **Compliance certification.** Upon reasonable written request, Customer will certify in writing that Customer's use of the Software complies with this Agreement, including license scope, usage limits, Licensed Accounts, and Licensed Versions.

2. **Audit rights.** If Shaleio has a reasonable basis to believe Customer is exceeding license limits, using the Software outside the licensed scope (including use outside the Licensed Accounts or use of versions not included in the Licensed Versions), or otherwise materially violating the terms of this Agreement, Shaleio may, upon at least thirty (30) days' prior written notice:

   a. request records reasonably necessary to verify compliance, including deployment configurations, user counts, account identifiers, version identifiers, and environment details;

   b. conduct an audit during Customer's normal business hours in a manner designed to minimize disruption to Customer's operations; and

   c. require that the audit be conducted remotely or, if an on-site audit is necessary, that it be performed by an independent third-party auditor under a mutual nondisclosure agreement.

3. **Audit confidentiality and security.** Any audit conducted under this Article will:

   a. comply with Customer's reasonable security and confidentiality requirements;

b. be limited in scope to information necessary to verify compliance with this Agreement;

c. be conducted by personnel bound by confidentiality obligations; and

d. result in an audit report provided to both parties summarizing findings without disclosing Customer's broader systems or business information beyond what is necessary to identify compliance issues.

4. **Audit frequency and costs.** Shaleio may not conduct more than one audit per twelve-month period unless a prior audit reveals underpayment or unlicensed use. Each party will bear its own costs of the audit, except that if an audit shows underpayment or unlicensed use exceeding five percent (5%) of fees due for the audited period, Customer must promptly pay:

    a. all unpaid fees for the unlicensed or under-licensed use;

    b. reasonable audit costs incurred by Shaleio; and

    c. interest on underpaid amounts as provided in Article 12.

5. **Audit lookback period.** Audits will cover only the three (3) years immediately preceding the audit notice date, except that Shaleio may audit earlier periods if Shaleio has reasonable grounds to believe fraud or intentional misrepresentation occurred.

6. **Regulatory compliance.** Customer is solely responsible for determining whether the Software is suitable for Customer's regulatory environment and for configuring, deploying, and operating the Software to meet Customer's regulatory obligations, unless the parties expressly agree otherwise in writing. Shaleio does not warrant that the Software complies with any specific industry regulations, frameworks, or standards (including but not limited to HIPAA, PCI-DSS, FedRAMP, SOC 2, ISO 27001, FISMA, FINRA, or FDA regulations) unless:

    a. the applicable Order Form expressly states that the Software or specific deployment includes such compliance; and

    b. the specific compliance commitments, scope, and limitations are set forth in a separate compliance addendum.

7. **Regulated-industry deployments.** For deployments in highly regulated industries (such as healthcare, financial services, government, defense, or life sciences), Customer acknowledges that:

    a. Customer must conduct its own compliance assessment and risk analysis before deploying the Software;

    b. Customer is responsible for implementing and maintaining all required technical, administrative, and physical safeguards;

c. Shaleio's role is limited to providing the Software and support as specified in the Order Form, and does not extend to compliance consulting, legal advice, or regulatory submissions unless expressly agreed in a separate Statement of Work; and

d. any compliance-related documentation, attestations, or certifications Shaleio provides are limited to Shaleio's systems and do not constitute advice or assurance regarding Customer's overall compliance posture.

8. **Optional compliance addenda.** Where Customer requires specific regulatory compliance commitments (such as a Business Associate Agreement under HIPAA or a FedRAMP addendum), the parties may execute a separate compliance addendum addressing the applicable regulatory framework, provided that:

a. such addenda are available only for regulations Shaleio expressly supports and are subject to additional fees as specified in the Order Form;

b. the compliance addendum will specify the scope, commitments, exclusions, and any enhanced security or audit requirements; and

c. the compliance addendum will be incorporated into and made part of this Agreement.

ARTICLE 25 – REPRESENTATIONS AND WARRANTIES

1. **Mutual representations.** Each party represents and warrants to the other that:

a. it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation;

b. it has full corporate power and authority to enter into, execute, and perform this Agreement;

c. this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms;

d. the execution, delivery, and performance of this Agreement do not and will not violate any law, regulation, court order, or other legal requirement applicable to such party; and

e. the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or result in a default under any material agreement or obligation to which such party is bound.

2. **Authority of signatories.** Each party represents that the individual executing this Agreement on its behalf has the authority to bind such party to the terms of this Agreement.

3. **Limited warranty.** If Customer has paid license fees for the Software, Shaleio warrants for thirty (30) days after initial delivery that the unmodified Software will

substantially conform to the documentation under normal authorized use. Customer's exclusive remedy and Shaleio's sole liability for breach of this limited warranty is for Shaleio, at its option, to:

a. use commercially reasonable efforts to correct the nonconformity;

b. provide a workaround; or

c. terminate the affected license and refund prepaid unused fees for the affected Software on a pro-rated basis.

4. **Warranty exclusions.** The limited warranty in Section 3 of this Article does not apply to:

a. modified Software;

b. Third-Party Modules;

c. unsupported configurations or deployment targets;

d. Customer-created Modules or modifications;

e. misuse, abuse, or use outside the licensed scope;

f. Customer Environment issues, including misconfiguration, insufficient resources, network problems, or infrastructure failures;

g. third-party service issues, including cloud provider outages or API changes;

h. data quality issues, corrupt data, or improper data inputs;

i. failures caused by Customer's failure to install updates or patches made available by Shaleio; or

j. use outside the licensed scope or in violation of this Agreement.

5. **Disclaimer of warranties.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 3 OF THIS ARTICLE, THE SOFTWARE, MODULES, DOCUMENTATION, TEMPLATE MATERIALS, SUPPORT, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHALEIO DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, SECURITY, AVAILABILITY, ACCURACY, RELIABILITY, ERROR-FREE OPERATION, AND UNINTERRUPTED USE.

6. **No warranties for specific use cases.** SHALEIO DOES NOT WARRANT THAT THE SOFTWARE WILL:

a. prevent data loss, corruption, or unauthorized access;

b. prevent security incidents, breaches, or vulnerabilities;

c. prevent unexpected cloud costs or resource consumption;

d. satisfy Customer’s regulatory, compliance, certification, or audit requirements;

e. be suitable for mission-critical, safety-critical, life-sustaining, defense, medical, financial, government, or other high-risk or regulated use cases; or

f. meet Customer’s specific performance, scalability, availability, or operational requirements,

unless expressly agreed in writing in the applicable Order Form or Statement of Work.

7. **Acknowledgment.** Customer acknowledges that the fees charged under this Agreement reflect the allocation of risk and the limitations of warranties and liability set forth herein, and that Shaleio would not enter into this Agreement absent such limitations.

ARTICLE 26 – LIMITATION OF LIABILITY

1. **Exclusion of indirect damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHALEIO WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING:

a. lost profits, lost revenue, lost savings, or lost business opportunity;

b. business interruption or loss of use;

c. loss of goodwill or reputation;

d. loss of data or cost of substitute data;

e. security incidents, data breaches, or privacy violations;

f. service interruption or degradation;

g. cloud cost overruns, unexpected infrastructure charges, or resource consumption; or

h. procurement of substitute goods or services,

EVEN IF SHALEIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. **Aggregate liability cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHALEIO’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE, SUPPORT, OR SERVICES WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO SHALEIO FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

3. **Application of limitations.** The limitations in Sections 1 and 2 of this Article apply:

    a. regardless of the legal theory or basis of the claim, including breach of contract, breach of warranty, tort, negligence, strict liability, misrepresentation, or any other theory;

    b. even if a remedy fails of its essential purpose or is found to have been insufficient; and

    c. to the maximum extent permitted by applicable law.

4. **Exceptions to liability cap.** The liability cap in Section 2 of this Article does not apply to:

    a. Customer's payment obligations under Article 12;

    b. Customer's indemnity obligations under Article 27, Section 1;

    c. Customer's breach of confidentiality obligations under Article 21 with respect to Trade Secrets or source code;

    d. Customer's violation of Shaleio's intellectual property rights; or

    e. liabilities that cannot be limited under applicable law.

5. **IP indemnity cap.** Shaleio's liability for intellectual property indemnity claims under Article 27, Section 2 is subject to the aggregate liability cap in Section 2 of this Article, except that where the Order Form expressly specifies a separate IP indemnity cap, that separate cap will apply to IP indemnity claims and will not reduce the general liability cap available for other claims.

6. **Evaluation and beta software.** For evaluation, beta, trial, or proof-of-concept licenses provided under Article 11, Shaleio's total aggregate liability is limited to $1,000 USD, regardless of the fees-based cap in Section 2 of this Article.

<u>ARTICLE 27 – INDEMNIFICATION</u>

1. **Customer indemnity.** Customer will defend, indemnify, and hold harmless Shaleio and its owners, officers, employees, contractors, contributors, and agents from and against any and all third-party claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising from or relating to:

    a. Customer Data;

    b. Customer Environment, including cloud accounts, infrastructure, and systems;

    c. Customer-created Modules;

    d. Third-Party Modules used by Customer;

    e. Customer's unauthorized use of the Software or use outside the licensed scope;

f. Customer's violation of applicable law, regulation, or third-party rights;

g. Customer's products, services, or business operations; or

h. Customer's breach of this Agreement.

2. **Shaleio IP indemnity.** For Customers that have paid the applicable license fees and are not in material breach, Shaleio will defend Customer against a third-party claim alleging that the unmodified Software, as provided by Shaleio and used within the scope of this Agreement, directly infringes that third party's U.S. patent, registered U.S. copyright, or U.S. trademark, and will pay damages finally awarded against Customer by a court of competent jurisdiction (or amounts in a settlement Shaleio approves in writing) for that claim.

3. **IP indemnity exclusions.** Shaleio's indemnity obligation under Section 2 of this Article does not apply to, and Shaleio has no liability for, any claim arising from:

   a. modified Software or modifications made by or on behalf of Customer;

   b. Third-Party Modules or Customer-created Modules;

   c. combination of the Software with products, data, services, or technology not provided by Shaleio where the claim arises from the combination rather than the Software alone;

   d. use of the Software outside the licensed scope or in violation of this Agreement;

   e. Customer Data or content provided by or on behalf of Customer;

   f. open-source or third-party components included in the Software that are governed by their own licenses;

   g. continued use of an allegedly infringing version of the Software after Shaleio has made available a non-infringing update, modification, or replacement and notified Customer of the availability of such update;

   h. use of a version of the Software other than the most recent version made available to Customer, if the infringement claim would have been avoided by use of the most recent version; or

   i. compliance with Customer's specifications, designs, or instructions.

4. **Remedies for infringement.** If the Software is, or in Shaleio's reasonable opinion may become, the subject of an infringement claim covered by Section 2 of this Article, Shaleio may, at its option and expense:

   a. procure the right for Customer to continue using the Software;

   b. modify or replace the Software so it is non-infringing while remaining substantially equivalent in functionality; or

c. terminate the affected license and refund prepaid, unused fees for the affected Software on a pro-rated basis.

5. **Sole remedy.** This Article 27, Sections 2 through 4, states Shaleio's entire liability and Customer's sole and exclusive remedy for any claim of intellectual property infringement.

6. **Indemnification procedures.** A party entitled to indemnification under this Article (the "**Indemnified Party**") must:

   a. promptly notify the indemnifying party (the "**Indemnifying Party**") in writing of the claim, provided that delay in notification will not relieve the Indemnifying Party of its obligations except to the extent the Indemnifying Party is materially prejudiced by the delay;

   b. give the Indemnifying Party sole control of the defense and settlement of the claim, provided the Indemnifying Party may not settle any claim in a manner that imposes liability or non-monetary obligations on the Indemnified Party without the Indemnified Party's prior written consent;

   c. provide reasonable cooperation and assistance in the defense of the claim, at the Indemnifying Party's expense for reasonable out-of-pocket costs; and

   d. allow the Indemnified Party to participate in the defense with counsel of its own choice and at its own expense.

ARTICLE 28 – EXPORT CONTROL, SANCTIONS, AND GOVERNMENT USE

1. **Compliance with export laws.** Customer must comply with all applicable export control, sanctions, anti-corruption, and trade compliance laws, including but not limited to the U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations administered by the Office of Foreign Assets Control (OFAC).

2. **Customer representation.** Customer represents and warrants that:

   a. Customer is not located in, organized under the laws of, or owned or controlled by persons or entities in any country or region subject to comprehensive U.S. sanctions (currently Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk, or Luhansk regions of Ukraine);

   b. Customer is not identified on any U.S. government restricted party list, including the Specially Designated Nationals and Blocked Persons List, the Entity List, or the Denied Persons List;

   c. Customer will not export, re-export, transfer, or provide access to the Software, directly or indirectly, to any prohibited destination, entity, or person; and

d. Customer will not use the Software for any prohibited end use, including development, production, or use of nuclear, chemical, or biological weapons, or missile technology.

3. **Notification of restricted status.** Customer will notify Shaleio immediately in writing if Customer becomes a denied or restricted party under any applicable export or sanctions law, or if Customer's ownership, control, or operations change in a manner that would cause Customer to become subject to export or sanctions restrictions.

4. **Suspension for sanctions or export concerns.** Shaleio may suspend performance, access to the Software, support, and all other obligations under this Agreement, without liability, if Shaleio reasonably believes that continued performance would violate applicable export control or sanctions laws, or if Customer fails to cure a breach of this Article within ten (10) days after written notice.

5. **Classification and licensing.** Shaleio will reasonably cooperate with Customer to provide export classification information for the Software. Customer is responsible for determining whether any export licenses or authorizations are required for Customer's specific use, transfer, or deployment of the Software, and for obtaining any such licenses.

6. **Government use and rights.** If Customer is an agency, department, or other entity of the U.S. government, or a contractor purchasing the Software for use by the U.S. government, the following terms apply:

   a. the Software and documentation are "commercial computer software" and "commercial computer software documentation," respectively, as those terms are used in 48 C.F.R. § 2.101;

   b. the Software and documentation are licensed to the U.S. government end user pursuant to 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable;

   c. use, duplication, disclosure, modification, and adaptation are subject to the restrictions and license terms set forth in this Agreement; and

   d. no rights are granted to the U.S. government except as expressly provided in this Agreement.

7. **State and local government.** If Customer is a state, local, or other non-federal governmental entity, the Software is licensed as commercial software under this Agreement and no additional rights or reduced restrictions apply unless expressly agreed in a separate government addendum executed by the parties.

ARTICLE 29 – GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

1. **Governing law.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict-of-law principles.

2. **Exclusive venue.** Except as provided in Section 3 of this Article, any legal action, suit, or proceeding arising out of or relating to this Agreement must be brought exclusively in the state or federal courts located in Orange County, Florida. Each party irrevocably consents to the personal jurisdiction and venue of such courts and waives any objection to venue or inconvenient forum.

3. **Equitable relief and IP enforcement.** Notwithstanding Section 2 of this Article, Shaleio may seek injunctive relief, specific performance, or other equitable remedies, or may bring an action for intellectual property infringement, misappropriation of Trade Secrets, or breach of confidentiality, in any court of competent jurisdiction where Customer's actions giving rise to the claim occurred or where Customer's assets are located.

4. **Waiver of jury trial.** EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. **Attorney's fees.** In any legal action or proceeding arising out of or relating to this Agreement, the substantially prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of investigation, and other litigation costs and expenses from the non-prevailing party, in addition to any other relief to which the prevailing party may be entitled.

6. **Language.** This Agreement is drafted in the English language. In the event any translation of this Agreement is prepared for convenience or local regulatory purposes, the English version will control in the event of any conflict or inconsistency between the English version and any translation.

ARTICLE 30 – GENERAL TERMS

1. **Entire agreement.** This Agreement, together with all Order Forms, Statements of Work, schedules, exhibits, and documents expressly incorporated by reference, constitutes the entire agreement between the parties regarding the Software and supersedes all prior or contemporaneous discussions, proposals, understandings, representations, or agreements, whether oral or written, about the same subject matter.

2. **Amendments.** This Agreement may be amended or modified only by a written agreement signed or accepted by both parties. Pre-printed or standard terms in purchase orders, invoices, or other business forms submitted by either party will not modify or supplement this Agreement, even if accepted or acknowledged by the other party, unless expressly agreed in a writing signed by both parties that specifically references this Agreement.

3. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original

intent. If such modification is not possible, the invalid provision will be severed and the remaining provisions will continue in effect.

4. **Waiver.** No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. Failure or delay by either party to enforce any provision of this Agreement will not constitute a waiver of that provision or of the right to enforce it in the future. A waiver of any breach or default will not constitute a waiver of any subsequent breach or default.

5. **Assignment.** Customer may not assign, transfer, delegate, or sublicense this Agreement or any of its rights or obligations under this Agreement, in whole or in part, whether voluntarily or by operation of law, including by merger, consolidation, dissolution, sale of assets, or otherwise, without Shaleio's prior written consent. Any attempted assignment in violation of this Section is void. Shaleio may assign this Agreement without restriction, including in connection with a merger, acquisition, reorganization, sale of assets, sale of the product line, financing, change of control, or other transfer of the Software or Shaleio's business. This Agreement binds and inures to the benefit of each party's permitted successors and assigns.

6. **Independent contractors.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary relationship, employment relationship, franchise, or exclusive relationship between the parties. Neither party has authority to bind the other or to incur obligations on the other's behalf without the other party's prior written consent.

7. **Force majeure.** Neither party will be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent such delay or failure is caused by events or circumstances beyond the affected party's reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, strikes, internet or telecommunications failures, cloud provider failures or outages, government actions, epidemics, pandemics, or other widespread outages. The affected party will promptly notify the other party of the force majeure event and will use commercially reasonable efforts to mitigate the impact and resume performance. If a force majeure event continues for more than sixty (60) days, either party may terminate the affected Order Form or Statement of Work upon written notice.

8. **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and will be deemed given:

    a. when delivered personally;

    b. when sent by confirmed electronic mail (email) to the addresses specified in the applicable Order Form or below;

    c. one (1) business day after deposit with a nationally recognized overnight courier service; or

d. three (3) business days after deposit in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested.

Notices to Shaleio must be sent to:

Shaleio LLC Attn: Legal Department 3564 Avalon Park E Blvd, Ste 1-A976, Orlando, FL 32828 Email: info@shaleio.com

Notices to Customer must be sent to the address and contact specified in the applicable Order Form, or if none is specified, to the address Customer provided when accepting this Agreement.

Either party may update its notice address by providing written notice to the other party in accordance with this Section.

9. **Equitable relief.** Customer acknowledges that a breach of Article 5, Sections 4 or 8 (Licensed Accounts, Licensed Versions, and no circumvention), Article 7 (Restrictions), or Article 21 (Confidentiality and Trade Secrets) may cause irreparable harm to Shaleio for which monetary damages would be inadequate. In addition to any other remedy available at law or in equity, Shaleio may seek injunctive relief, specific performance, or other equitable remedies to prevent or remedy such breach, without the need to post a bond or prove actual damages.

10. **Counterparts and electronic signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Electronic signatures, including signatures transmitted via email in PDF format or executed through electronic signature platforms (such as DocuSign, Adobe Sign, or similar services), will have the same legal effect as original handwritten signatures.

11. **Survival.** All provisions of this Agreement that by their nature should survive termination or expiration will survive, including but not limited to definitions, license restrictions, intellectual property ownership, confidentiality, payment obligations, indemnities, limitations of liability, dispute resolution, and general terms.

12. **Interpretation.** In interpreting this Agreement:

    a. headings and captions are for convenience only and do not affect interpretation;

    b. “including” means “including but not limited to”;

    c. “or” is not exclusive;

    d. “will” and “shall” are mandatory and “may” is permissive;

    e. the singular includes the plural and vice versa;

    f. references to Articles, Sections, and Schedules are to articles, sections, and schedules of this Agreement unless otherwise specified; and

g. ambiguities will not be construed against the drafter.

13. **No third-party beneficiaries.** This Agreement is for the sole benefit of the parties and their permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

14. **Compliance with laws.** Each party will comply with all applicable federal, state, local, and foreign laws, regulations, and ordinances in performing its obligations under this Agreement.

15. **Relationship to other agreements.** If Customer has entered into a separate nondisclosure agreement, data processing addendum, or other agreement with Shaleio that addresses confidentiality, data protection, or other subject matter also covered by this Agreement, the more specific agreement will control as to that subject matter to the extent expressly stated in such agreement, and this Agreement will control as to all other matters.

ARTICLE 31 – SIGNATURE AND ACCEPTANCE

This Agreement may be accepted by Customer by:

1. executing an Order Form that references this Agreement;

2. clicking “I Accept,” “I Agree,” or a similar button or checkbox presented in connection with downloading, installing, accessing, or using the Software;

3. executing a signature page attached to or incorporated into this Agreement; or

4. using the Software after having an opportunity to review this Agreement.

By accepting this Agreement in any of the manners described above, Customer acknowledges that Customer has read, understood, and agrees to be bound by the terms and conditions of this Agreement.

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