

# Software License Agreement

## (Limited Use of PropelZ)

### 1. Definitions.

(a) “**Company Marks**” means Company's proprietary trademarks, trade names, branding, or logos made available for use in connection with the Software pursuant to this Agreement.

(b) “**Limited Use**” means use of the Software for up to 10,000 rows of data per execution of the Software.

(c) “**Software**” means the Limited Use of PropelZ software and any Software Documentation or other related materials made available by Company on its <https://virtualzcomputing.com/> website.

(d) “**Software Documentation**” means the Software documentation described at <https://virtualzcomputing.com/> from time to time.

(e) “**We**”, “**Us**” or “**Company**” means VirtualZ Computing Corporation.

(f) “**You**” or “**Your**” means the licensee of the Software hereunder and any of its users of the Software including but not limited to its employees, contractors and agents.

(g) “**Your Data**” means any data developed by You which interacts with the Software.

2. License Grants. Subject to and conditioned on Your compliance with all terms and conditions set forth in this Agreement, we hereby grant You a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to: (a) install and use the Software solely for Your internal business Limited Use at Your site or the site of Your agent; and (b) display certain Company Marks in compliance with usage guidelines that we may specify from time to time solely in connection with the use of the Software and not in connection with the advertising, promotion, distribution, or sale of any competing products or services. You acknowledge that there are no implied licenses granted under this Agreement. We reserve all rights that are not expressly granted. You may not use the Software or any Company Mark for any other purpose without our prior written consent. The Software may be distributed with open-source components and programs necessary to operate the Software. These open-source products are subject to their requisite license agreements as indicated in the distributions and are not part of the Software. We may require updates to be installed by You periodically for the Limited Use Software to remain operational and should the failure to promptly install such update(s) render the Software inoperable, the License will be considered terminated under Article 11 (Term and Termination).

3. Use Restrictions. Except as expressly authorized under this Agreement, You may not:

- (a) copy, modify, or create derivative works of the Software, in whole or in part;
- (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any component of the Software, in whole or in part;
- (d) will maintain Company Marks, copyright notices, read me files containing these license terms, remove any of the foregoing or other proprietary notices from the Software;
- (e) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- (f) combine or integrate the Software with any software, technology, services, or materials not authorized by Company;
- (g) design or permit Your environment to disable, override, circumvent or otherwise interfere with any Company-implemented license controls, license limits, communications to end users, consent screens, user settings, alerts, warning, or the like; or
- (h) fail to provide business contact information or attempt to cloak or conceal Your identity when requesting authorization to use the Software.

You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://virtualzcomputing.com/> from time to time. In addition, You will not use the Software in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“**spam**”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

4. Your Data. You agree to monitor the use of Your Data for any activity that violates applicable laws, rules, and regulations or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Your Data from further use of Your Data. You agree to provide a resource for users of Your Data to report abuse of Your Data. As between You and Us, You are responsible for all acts and omissions of Your end users in connection with Your Data and their use of the Software in connection with Your Data. You agree that You are solely responsible for posting any privacy notices and obtaining any consents from Your end users required under applicable laws, rules, and regulations for their use of Your Data. You agree that You are responsible for compliance with all applicable law governing use of Your Data in connection with the Software or otherwise. All use

by You of the Company Marks, if any, will comply with any usage guidelines that we may specify from time to time. You agree that Your use of the Company Marks in connection with this Agreement will not create any right, title, or interest in or to the Company Marks in favor of You, and all goodwill associated with the use of the Company Marks will inure to the benefit of Company.

5. No Support; Updates. This Agreement does not entitle You to any support, maintenance, error correction or consultation for the Software. You acknowledge that we may update or modify the Software from time to time and at our sole discretion (in each instance, an “**Update**”), and may require You to obtain and use the most recent version of the Software. Updates may adversely affect how Your Data interfaces with the Software. You are required to make any changes to the Applications that are required for integration as a result of such Update at Your sole cost and expense. Your continued use of the Software following an Update constitutes binding acceptance of the Update.

6. No Fees. You acknowledge and agree that no license fees or other payments will be due under this Agreement for Limited Use of the Software in exchange for the rights granted under this Agreement. You acknowledge and agree that this fee arrangement is made in consideration of the mutual covenants set forth in this agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Use of the Software in excess of Limited Use is not allowed unless You execute to a separate license agreement. Please contact us if You would like to use the Software in excess of Limited Use. We will then require that You sign a license agreement for the production version and install an update of the Software which is not subject to Limited Use. Notwithstanding the foregoing, we reserve the right to start charging for access to and use of the Software at any time.

7. Intellectual Property Ownership; Feedback. You acknowledge that, as between You and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Software and the Company Marks and (b) You own all right, title, and interest, including all intellectual property rights, in and to Your Data, excluding the aforementioned rights in Section 8(a). You will use commercially reasonable efforts to safeguard the Software and Company Marks, copyrights, and trade secrets (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if You become aware of any infringement of any intellectual property rights in the Software and Company Marks and will fully cooperate with us, in any legal action taken by us to enforce our intellectual property rights. If You or any of Your employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or the Company Marks, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), all such Feedback is and will be treated as non-confidential. You hereby assign to us on Your behalf, and on behalf of Your employees, contractors, and agents, all right, title, and interest in, and we are free to use, without any attribution or compensation to You or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

8. Disclaimer of Warranties. THE SOFTWARE AND COMPANY MARKS ARE PROVIDED “AS IS” AND COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES,

WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR COMPANY MARKS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S DATA, SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE OPEN-SOURCE PRODUCTS ARE PROVIDED AS A CONVENIENCE "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND BY VZC AND SUBJECT EXCLUSIVELY TO THEIR APPLICABLE LICENSE AGREEMENTS.

9. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to (a) Your use or misuse of the Software or Company Marks, (b) Your breach of this Agreement, and (c) Your Data, including any end user's use thereof. In the event we seek indemnification or defense from You under this provision, we will promptly notify You in writing of the claim(s) brought against us for which we seek indemnification or defense. We reserve the right, at our option and in our sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by us or bind us in any manner, without our prior written consent. In the event we assume control of the defense of such claim, we will not settle any such claim requiring payment from You without Your prior written approval.

10. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

11. Term and Termination. The term of this Agreement commences when You acknowledge Your acceptance of this Agreement by clicking the "I ACCEPT" button and will

continue in effect until terminated as set forth in this Section. We may immediately terminate or suspend this Agreement, any rights granted herein, and/or Your licenses under this Agreement, in our sole discretion at any time and for any reason, by providing notice to You or revoking access to the Software and Company Marks. In addition, this Agreement will terminate immediately and automatically without any notice if You violate any of the terms and conditions of this Agreement. You may terminate this Agreement at any time by ceasing Your access to and use of the Software and Company Marks. Upon termination of this Agreement for any reason all licenses and rights granted to You under this Agreement will also terminate and You must cease using, destroy, and permanently erase from all devices and systems You directly or indirectly control all copies of the Software and Company Marks. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive termination. Termination will not limit any of Company's rights or remedies at law or in equity.

12. Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

13. US Government Rights. The Software is a “commercial product” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if You are an agency of the US Government or any contractor therefor, You receive only those rights with respect to the Software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

14. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time. You will be notified of modifications through notifications or posts on <https://virtualzcomputing.com/>. You will be responsible for reviewing and becoming familiar with any such modifications. However, any changes to the dispute resolution provisions set out in Section 17 will not apply to any disputes for which the parties have actual notice before the date the modification is made available to You.

15. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice of conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Minnesota. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of or related to this agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the city of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

16. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at <https://virtualzcomputing.com/> and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Software. You agree that any notices, agreements, disclosures, or other communications that we send to You electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by You or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to You and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.