END USER SERVICE AGREEMENT FOR CALCHIP KIP

This **KIP SaaS and Services Agreement** (**the "Agreement"**) is between you and CalChip Connect, Inc., owner of the KIP Platform that you are accessing or using ("**CalChip**" or "**we**"). If you ('Customer" or "you") are agreeing to this Agreement not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then "you" means your entity and you are binding your entity to this Agreement.

IF YOU COMPLY WITH THIS AGREEMENT, YOU HAVE THE RIGHTS DEFINED BELOW. BY ACCESSING AND USING CALCHIP'S KIP PLATFORM, YOU CONFIRM THAT YOU ACCEPT AND WILL COMPLY WITH THIS AGREEMENT.

ANY USE OF THE KIP PLATFORM IMPLIES FULL AND UNRESERVED ACCEPTANCE BY THE CUSTOMER OF THIS AGREEMENT, TO THE EXCLUSION OF ANY OTHER DOCUMENT.

1. DEFINITIONS

Throughout this Agreement the following shall mean, unless the context otherwise requires:

"Associated Services" means professional services related to the KIP Platform, such as implementation, configuration, and technical support, performed by CalChip for the benefit of the Customer.

"Customer" means the purchaser of the KIP Platform license subscription to access and use the Platform and the Associated Services.

"Customer Data" means the data made available by the Customer on the Platform, including Personal Data.

"Documentation" means operating manuals, user, and technical documentation and/or any other related material (in any form) relating to the Software, including any online help and functional specifications designed and/or made available by CalChip. Functional specifications expose the features of solutions made available on the Platform.

"KIP Platform or Platform" means a group of infrastructures, composed of software and hardware developed by CalChip on which the Software is running.

"Intellectual Property Rights" means copyright, rights in software, trademarks, trade names, trade secrets, service marks, design rights, logos, patents, know-how, confidential information, rights in inventions, processes and formula, domain names, and all and any other intellectual property rights related to the Software.

"Software" means the KIP Platform software.

"Term" means the term of the Customer's subscription to access and use the KIP Platform, as granted under this Agreement.

2. RIGHTS AND ACCESS TO INTELLECTUAL PROPERTY

2.1 **Grant of Rights.** The Software (and any modifications to it), the Platform, the Documentation, the Intellectual Property Rights and all programs, services, processes, technologies, and all materials comprising of or affixed to the Platform and the Software are wholly and exclusively owned by CalChip, and/or, as the case may be by CalChip's licensors, suppliers, and service providers except where expressly stated otherwise. Except for the right to use the Platform granted in accordance with article 2.2 of the Agreement, the Customer shall not have any rights to or in any such Intellectual Property Rights, or any other rights whatsoever in respect of the Software and Platform.

2.2 **Access.** CalChip grants you, during the Term only, and subject to compliance with this Agreement, a non-exclusive, nontransferable, non-sub-licensable and world-wide right and license to access and use the Software, the Platform and Documentation.

3. CUSTOMER'S RESTRICTIONS AND RESPONSIBILITIES

3.1 **The Customer shall:**

i. comply with all applicable laws and regulations with respect to your use of the KIP Platform;

ii. use the Platform in accordance with this Agreement;

iii. ensure that you have all necessary internet and network communications, computer equipment and a suitable web browser required to access and use the Platform and comply with all other technical requirements notified to it from time to time;

iv. declare complete and accurate information when registering and update them in case of change;

v. only provide data and information to KIP that is necessary for CalChip to fulfill its obligations under this Agreement; and

vi. indemnify and hold harmless CalChip from and against any and all claims, damages, losses, and expenses arising from the communication of personal information, sensitive personal information, personal private information, regulated data, business data, confidential data, or high-risk data by the Customer, unless necessary for CalChip to perform its obligations under this Agreement or except to the extent caused by CalChip's own willful misconduct.

3.2 **The Customer shall not:**

i. use the KIP Platform in any way that breaches any applicable local, national, or international laws, regulations, or codes of practice, or is unlawful or fraudulent, or has any unlawful or fraudulent purposes or effects, or infringes on any Intellectual Property Right from CalChip or any Third Party or right to privacy;

ii. use your passwords and/or logins for purposes other than their strict authentication purpose. In this regard, the Customer must not, without this list being exhaustive, communicate, diffuse, share, make accessible, in any way, your identification elements to third parties;

iii. attempt to access without authority, interfere with, damage, or disrupt any part of the Platform or CalChip's IT systems;

iv. except as expressly permitted by this Agreement and as may be allowed by any applicable law, attempt to reverse, compile, decompile, disassemble or reverse engineer any part of the KIP Platform, or copy, modify, translate, create derivative works from, transmit, or distribute all or any part of the Platform and/or Documentation in any form or media;

v. access all or any part of the Platform in order to build a product or service which competes with the KIP Platform;

vi. license, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise commercially exploit, or otherwise make the Platform available to any third party, and CalChip reserves the right, without liability, to suspend or terminate access to the Platform in the event of a virus being transmitted or other material security threat relating to the Platform occurring, or in the event that the Customer or any of the Customer's use of the Platform is in breach of this clause 3.2;

vii. provide any personal information, sensitive personal information, personal private information, regulated data, business data, confidential data, or high-risk data unless it is required for CalChip to fulfill its obligations under this Agreement.

4. TERM AND TERMINATION

4.1 **Term.** This Agreement shall only be effective once the Customer's request to use the KIP Platform and benefits from the Associated Services has been accepted by CalChip and access has been granted by CalChip to the Platform.

4.2 **Suspension.** CalChip may, at its sole discretion and with immediate effect, suspend Customer's access to the Platform if (i) Customer fails to comply with the Agreement and/or (ii) any other material security threat relating to the Platform occurs.

4.3 **Termination.** CalChip may terminate the Agreement immediately, without notice, in the event of any material breach by the other Party, including without limitation

Customer's failure to pay any fees due for the Platform and/or the Associated Services, failure to comply with the Agreement, or failure to respect Intellectual Property Rights. In addition, CalChip may terminate the Agreement if Customer breaches any non-material term of the Agreement and fails to cure such breach within a reasonable period of time as determined by CalChip in its sole discretion. Upon termination, all fees owed by Customer to CalChip shall become immediately due and payable, and Customer shall be liable for all costs and expenses incurred by CalChip as a result of such termination, including without limitation attorneys' fees and costs. This provision shall survive the termination or expiration of the Agreement.

4.4 **Effect of Termination.** On expiration or termination of this Agreement for any reason: (i) the license and rights granted to the Customer under this Agreement shall immediately terminate and CalChip shall with immediate effect stop the Customer's access to the Platform; (iii) the accrued rights of the Parties as at termination shall not be affected or prejudiced, nor the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

5. CONDITIONS OF PERFORMANCE OF THE PLATFORM

5.1 **Availability.** The KIP Platform will be available to you 24 hours a day, 7 days a week, subject to planned downtime for maintenance and upgrades, which CalChip will schedule during non-working hours to minimize any impact on your use of the Platform. In the event of any unavailability caused by circumstances beyond CalChip's reasonable control, including without limitation force majeure events or Internet service provider failures or delays, CalChip will promptly take reasonable steps to restore the Platform to full functionality.

5.2 **Interruptions.** CalChip reserves the right to momentarily interrupt the Platform for monitoring purposes including but not limited to; bug corrections, release of new features, testing, traffic performance enhancements or upgrading the Platform.

5.3 **Updates.** CalChip may perform updates at any time to enhance the Platform or release new features of the Platform. Depending on their nature, these updates are (i) either available to Customer upon release, (ii) may need minor configuration or, (iii) may need major customization. CalChip will use commercially reasonable efforts to minimize any disruption or inconvenience to your use of the Platform because of such updates.

6. CONFIDENTIALITY

6.1 **Confidential Information.** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information"). Confidential Information of CalChip includes non-public information regarding features, functionality and performance of the Platform and Software. Confidential Information of Customer includes non-public data provided by Customer to CalChip to enable the provision of access to, and use of, the Services as well as all content, data and information recorded and stored by the Platform for Customer ("Customer Data"). The terms and conditions of this Agreement, including all pricing and related metrics, are CalChip's Confidential Information.

6.2 **Exceptions.** Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

6.3 Non-use and Non-disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

6.4 Compelled Disclosure. Notwithstanding Section 6.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

6.5 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

7. PROPRIETARY RIGHTS

7.1 Ownership. Customer shall own all rights, title and interest in and to the Customer Data. CalChip shall own and retain all rights, title and interest in and to (i) each Platform, Software and the Services and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "Services IP").

7.2 Customer Data and Vendor Information License. Customer acknowledges and agrees that the software provided under this Agreement is a multitenant application, and that its Customer Data will be stored in a shared environment along with data from other customers.

Customer acknowledges and agrees that CalChip may use aggregate and anonymized Customer Data and Vendor Information from the multitenant environment for the purpose of improving and enhancing the software and related services, and for other lawful purposes.

CalChip may process the Customer Data and Vendor Information only for the purpose of providing the Services to Customer and as necessary or useful to monitor and improve the Platform, Software, and the Services, both during and after the Term, and for any other lawful purpose to which the data subject has explicitly consented.

CalChip may transfer the data to third parties only if the transfer is necessary for the purpose of providing the Services or as otherwise required by law, and only after obtaining the data subject's explicit consent.

CalChip shall implement appropriate technical and organizational measures to ensure the security and confidentiality of the data, and to protect against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

7.3 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

8. LIMITATION OF LIABILITY. You are not entitled to receive damages from CalChip for any cause relating to this Agreement, to your use of the KIP Platform, to any services provided by CalChip under this Agreement, or to any services provided by any third party in connection with your use of the Platform. In addition, in no event shall you be entitled to obtain any injunctive relief or enjoin, restrain, or otherwise interfere with CalChip or with the distribution, operation, development, or performance of the Platform or any related products. IN NO EVENT SHALL CALCHIP BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE KIP PLATFORM. IN NO EVENT SHALL CALCHIP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. AS SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU

9. LIMITED WARRANTY AND DISCLAIMER. CalChip warrants that, as of the date on which the KIP Platform is purchased and for sixty (60) days thereafter ("Warranty Period"), the KIP Platform will provide the general features and functions described in the Documentation in effect on the date of purchase. CalChip's entire liability and your exclusive remedy during the Warranty Period ("Limited Warranty") will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at CalChip's option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the license fees, if any, paid by you and terminate this Agreement or the license specific to such Platform. Such refund is subject to the discontinuance of the use of the Platform, deactivation of the user access per instructions provided by CalChip, destroying all printed copies and deleting all electronic copies of any documentation that you have downloaded, printed, or created relating to the Platform, and ensuring that no copies of any of the Platform screens, data, or other content remain archived or otherwise stored on your computers, during the Warranty Period, and providing declaration of same to CalChip. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. CALCHIP DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CALCHIP EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR THE COURSE OF DEALING BETWEEN THE PARTIES. CALCHIP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE KIP PLATFORM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE KIP PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. IN ADDITION, CALCHIP DOES NOT WARRANT OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE KIP PLATFORM AT ALL TIMES. YOU UNDERSTAND AND ACKNOWLEDGE THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE, DOWNTIME, AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH YOUR ABILITY TO ACCESS THE KIP PLATFORM.

In no event shall CalChip or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the Platform, even if CalChip has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitation may not apply to Licensee.

10. GOVERNING LAW. This Agreement shall in all respects be governed by and be construed in accordance with the laws of the State of Pennsylvania, without regard to its conflict of laws provisions.

11. FORCE MAJEURE. If the performance of CalChip under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond the control of CalChip, then CalChip shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).

12. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

13. NO ASSIGNMENT. You may not assign this Agreement or any of the rights granted by CalChip hereunder, in whole or in part, without the prior written consent of CalChip, and any attempt to do so shall be void. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

14. ATTORNEYS FEES. In the event of legal action brought by either party, the prevailing party shall be entitled to reimbursement of actual legal fees and related expenses.

15. MODIFICATION. This Agreement may be modified or amended at the sole discretion of CalChip.

16. EXPORT CONTROL. You agree to obey and comply with any and all applicable United States laws, rules, and regulations governing the export of the KIP Platform.

17. ACKNOWLEDGEMENT AND EXCLUSIVITY. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND VENDOR, AND THAT IT SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR UNDERSTANDING, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND CALCHIP RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CHANGED, ALTERED, OR MODIFIED EXCEPT IN WRITING AND SIGNED BY THE PARTIES.