I. STATEMENT OF PURPOSE & INTENT

Licensor has developed, and is the sole and exclusive owner of, certain Software that has particular utility in security-sensitive environments of critical infrastructure which require identity management access controls. Licensee has procured one or more Licenses from Licensor to use such Software. These Standard Terms & Conditions ("**STCs**") set forth the material terms and conditions of the commercial relationship between Licensor and Licensee with respect to the scope and use of the License(s) procured, as well as any ongoing maintenance and support Services to be provided in connection therewith; additionally, to the extent that a Licensee's procurement involves an Intermediary, these STCs shall, where applicable, apply to the Intermediary. These STCs shall govern the commercial relationship between and/or among Licensor, Licensee, and/or an Intermediary regarding the Software and/or Services, except to the extent that such provisions may be prohibited by applicable law, and/or may have been explicitly displaced by a separate written agreement among the appurtenant parties executed by authorized representatives of those parties.

Currency: November 4, 2025

II. DEFINITIONS

2.1 "Intermediary." As it is used in these STCs, the term "Intermediary" means any Person, other than Licensee Personnel, who procures, on behalf of a Licensee, a License to use the Software and/or the provision of Services from Licensor. The identity of the Intermediary, if any, for any particular transaction will be specified by the agreement, purchase order, and/or requisition through which a procurement of License(s) and/or Services is achieved.

2.2 "License." As it is used in these STCs, the term "License" means the license to use the Software granted by Licensor in favor of Licensee, whose scope is both described and limited by § 3.2, below.

2.3 "Licensee." As it is used in these STCs, the term "Licensee" means any Person who is the ultimate end user of any Software and/or Services procured from Licensor. The identity of the Licensee for any particular transaction will be specified by the agreement, purchase order, and/or requisition through which a procurement of License(s) and/or Services is achieved.

2.4 "Licensee Personnel." As it is used in these STCs, the term "Licensee Personnel" means any and all Persons and/or personnel, other than Licensor or Licensor's personnel, acting on behalf of or in furtherance of Licensee's interests.

2.5 "Licensor." As it is used in these STCs, the term "Licensor" shall mean Intellisoft, Inc., a South Carolina corporation.

2.6 "Person." As it is used in these STCs, the term "Person" means any individual, entity, or association, natural or corporate, who is deemed to have an individual legal existence.

2.7 "Services." As it is used in these STCs, the term "Service(s)" means the Software maintenance and support services described in Article V, below, comprising both Base Services and Enhanced Services, as those terms are defined in Article V.

2.8 "Software." As it is used in these STCs, the term "Software" means, inclusively, all source code necessary, proper, and/or useful in the functional utility of any of Licensor's proprietary software product known commercially as "Intellisoft IDMS™." The term "Software" includes all object code, applications, interfaces, and integrations associated therewith, as well as all derivatives and/or Patches, Minor Upgrades, and Major Upgrades that Licensor may develop and/or publish at any time after Licensor's entry into a commercial relationship with Licensee and/or an Intermediary by and through which Licensee procures Software and/or Services from Licensor. The term "Software" does not include: (i) any software product that Licensor develops and/or publishes which is, or is intended to be, a technological replacement for the Software that Licensee is then-using; nor (ii) any software product, including the Software, that would necessitate a change on the platform through which the Software is made available to Licensee (*e.g.* a migration from a locally operating version of the Software to a cloud-based operating version). Such replacements or platform changes would require a new license agreement to be entered into between the parties as well as the payment of additional licensing fees and professional services.

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III. SOFTWARE, LICENSE & OWNERSHIP

3.1 Ownership. Licensor is the sole and exclusive owner of the Software; as between Licensor, Licensee, and/or an Intermediary, if any, Licensor has and shall retain all rights, title, and interest in and to the Software, including all modifications, derivative works, and improvements, as well as all related intellectual property rights, be they legal, equitable, or moral. No aspect of the transaction between Licensor, Licensee, and/or an Intermediary, if any, shall, or does, disturb Licensor's sole and exclusive ownership of the Software.

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3.2 License. Subject to the terms, conditions, and limitations established by these STCs and the parties' underlying transactional documents, and upon payment of the pertinent fee(s) when required, Licensor grants to Licensee a limited, perpetual, nonexclusive, nonsublicensable, nontransferable License to use the Software in object code form, solely for Licensee's internal use in the United States. The foregoing sentence completely and explicitly describes the totality of the scope of the License given by Licensor to Licensee with respect to the Software; it is understood and agreed that there are no other unexpressed terms and conditions regarding the scope of the License, or that there is any other implied license created and/or given in favor of Licensee. In the event that Licensee's License to use the Software has been procured through the services of an Intermediary, no License to use the Software is granted to, or rests in favor of, the Intermediary.

Currency: November 4, 2025

3.3 Intellectual Property Rights. Licensor has the unencumbered right and power to grant the License herein described.

Currency: November 4, 2025

3.4 Embedded Software. Third-party software and/or source code may be embedded in, incorporated into, or otherwise delivered with the Software. Licensee may use such third-party software only as integrated with and/or made part of the Software. The owners and/or licensors of the third-party software contemplated by this provision are intended beneficiaries of this provision, as it pertains to Licensee's privilege to use such third-party software.

Currency: November 4, 2025

3.5 Restrictions. Licensee shall not (and shall not allow any user and/or third party to): (i) decompile, disassemble, or otherwise reverse engineer the Software, or attempt to discover any source or object code or underlying ideas or algorithms of the Software; (ii) remove any product identification, copyright, or other notices embedded within the Software; (iii) modify or create a derivative work of the Software (except as otherwise expressly authorized by Licensor in writing); (iv) modify any aspect of the Database on which the Software relies, or engage in any other conduct prohibited by § 4.4, below; (v) remove or export any Software from the United States, or allow access to the Software from any location other than in the United States; (vi) relicense, sublicense, provide, lease, or lend the Software to any third party, except as expressly provided herein; (vii) copy the Software or any portion thereof; nor (viii) disclose any performance information or analysis relating to the Software (including, without limitation, benchmarks), or any other Confidential Information arising from and/or relating the Software, the License, and/or the Services.

Currency: November 4, 2025

IV. LICENSEE'S OBLIGATIONS & RESTRICTIONS

4.1 Preservation. Licensee shall preserve its License to use the Software in good standing and shall abide by, and require Licensee Personnel to abide by, the provisions of these STCs, as well as the parties' underlying transactional documents. Licensor will not provide Services to a Licensee for Software in the absence of a Services agreement, nor will Licensor provide Services to a Licensee for Software that is not made available to Licensee through a properly documented License.

Currency: November 4, 2025

4.2 Licensee Personnel. The following obligations established in this Article IV are binding upon both Licensee and Licensee Personnel. All references to "Licensee" in the following

provisions of Article IV shall be deemed to include and be binding upon "Licensee Personnel."

Currency: November 4, 2025

4.3 Modification. Licensee shall not cause, allow, or tolerate any modifications to the Software, unless such modifications are performed by or with the prior express written consent of Licensor.

Currency: November 4, 2025

4.4 Database Access & Usage Guidelines. Licensee may access the database on which the Software relies ("**the Database**") for the sole and limited purposes of querying and reporting. Any direct interaction between Licensee and the Database must adhere to the following standards to ensure continuing system integrity and support.

a. Permitted Actions. Licensee is authorized to access the Database as follows:

1. To run read-only queries, using SQL statements or authorized reporting tools, and only for data analysis and/or reporting purposes; and,

2. Only by means of data analysis and business intelligence tools that are read-only and approved by Licensor.

b. Prohibited Actions. All interactions between Licensee and the Database, other than those identified immediately above in Subsection (a) and/or for which Licensor has given prior express written consent, are hereby expressly prohibited. This prohibition includes, but is not at all limited to, the following types of interactions:

1. Database Modification. Under no circumstances shall Licensee cause, tolerate, or allow the creation, alteration, or deletion of any Database objects, including but not limited to tables, views, indexes, stored procedures, triggers, functions, or schemas.

2. Data Modification. Under no circumstances shall Licensee cause, tolerate, or allow the insertion of, updating, or deletion of any data in any Database tables outside of Licensor's software applications.

3. Database Configuration Changes. Under no circumstances shall Licensee cause, tolerate, or allow the alteration of any Database configuration settings, including security settings, indexes, keys, or constraints.

4. System-Level Actions. Under no circumstances shall Licensee cause, tolerate, or allow the access of, modification of, or attempts thereof system-level tables or any metadata associated with the Database schema, indexes, or stored procedures.

5. Unauthorized Scripting. Under no circumstances shall Licensee cause, tolerate, or allow the creation of custom scripts or automated process (such as cron jobs or batch processes) that may be run against the Database.

c. Licensee's performance, toleration, and/or allowance of any action prohibited by this § 4.4 constitutes a material breach of the License and relieves Licensor from any and all warranty and/or Service obligations arising out of and/or relating to the Software and/or Services.

To the extent that Licensee's performance and/or toleration of any action prohibited by this § 4.4 adversely affects, to any extent, the integrity and/or functionality of the Software, such that Licensor's services are necessary and/or requested to restore the Software to base operational status, any such services that Licensor may provide in furtherance thereof are outside the scope of ordinary Services and will only be provided to Licensee at additional cost, to be established when and if the occasion for such services arises; provided that, depending on the nature and severity of the action prohibited by this § 4.4, Licensor may elect to refrain from providing any further Services to Licensee and terminate the License.

Currency: November 4, 2025

4.5 Notification. Licensee shall notify Licensor promptly upon the occurrence of any event that gives rise to an obligation for Licensor to provide Services.

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4.6 Assistance. Prior to contacting Licensor to request Services, Licensee shall perform problem-definition activities, and shall undertake on its own any remedial and/or corrective actions that Licensee is reasonably capable of.

Currency: November 4, 2025

4.7 Cooperation. To facilitate Licensor's obligations to provide Services, Licensee shall promptly provide Licensor with such event documentation and information as Licensor may reasonably request, shall make pertinent personnel available as Licensor may reasonably request, shall accommodate Licensor's attendance on-site at the pertinent facility (if warranted), shall facilitate support and test-time on Licensee's computer systems (so that Licensor may attempt to duplicate the event, to ascertain the root cause of the event), and shall confirm that the event has been corrected when Licensor is capable of resolution.

Currency: November 4, 2025

4.8 Confidentiality. The Software, all documentation provided to Licensee and/or the Intermediary in connection with the Software and/or Services, Licensor's pricing, the material terms of the parties' underlying transaction, and any functional capacities and/or limitations of, or errors in, the Software, are the confidential property of Licensor; all such

information and property is referred to hereinafter inclusively as "**Confidential Information**."

Licensee and the Intermediary, if any, shall treat all Confidential Information as confidential and proprietary, protecting it in the same manner that it protects the confidentiality of its own sensitive and/or proprietary information. For as long as Licensee and/or the Intermediary is in possession, custody, control, and/or use of any Confidential Information, neither Licensee nor the Intermediary shall:

a. Provide or make Confidential Information available to any Person, other than Licensee Personnel, in furtherance of Licensee's legitimate operational interests, and who have a need-to-know consistent with Licensee's use of the Software under the License; nor,

b. Create or attempt to create, or permit others to attempt to create, by disassembling, reverse engineering, or otherwise, the source code or any part thereof from the object code or any other information made available to Licensee and/or the Intermediary.

Currency: November 4, 2025

4.9 Restrictions. Except as expressly allowed in § 4.10, below, Licensee and, if applicable, the Intermediary shall hold in strict confidence, shall not use (except as expressly permitted by the License), and shall not disclose to any third-party any Confidential Information. The restrictions of this Section shall apply for the greater of: (a) the duration of Licensee's use of the Software and for three (3) years thereafter; (b) the time period dictated by any applicable law, statute, or regulation; or (c) for any Confidential Information that constitutes a trade secret, as long as such Confidential Information remains a trade secret under applicable law.

Currency: November 4, 2025

4.10 Permitted Disclosure. The restrictions imposed by § 4.9, above, are excused with respect to information that the receiving party can document: (a) is or has become readily publicly available without restriction through no fault of the receiving party; (b) is received, without restriction, from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (c) was rightfully in the receiving party's possession without restriction prior to its disclosure by Licensor; (d) independently developed without use of the Confidential Information; or (e) as may otherwise be required by law or regulation. Subject to and without limiting the foregoing, it is understood and agreed that, if a receiving party perceives that it is under a legal obligation to disclose Confidential Information, whether by subpoena or otherwise, that party shall immediately notify Licensor of such circumstance, so that Licensor may take appropriate protective action.

Currency: November 4, 2025

4.11 Notification. Licensee and, if applicable, the Intermediary shall notify Licensor promptly of any circumstance which would cause a reasonable person of ordinary prudence to perceive that a violation of the provisions of this Article IV has occurred, or that the occurrence of such a violation is imminent, or which is likely to result in a "Permitted Disclosure" under § 4.10(e).

Currency: November 4, 2025

4.12 Export Control. Licensee shall not use or otherwise export the Software in any manner, or for any purpose, or in or to any jurisdiction prohibited by United States law and/or the laws of the jurisdiction(s) in which the Software was delivered. In particular, but without limitation, the Software may not be exported: (a) into any U.S. embargoed countries; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals; (c) the U.S. Department of Commerce's Denied Person's List or Entity List; and/or (d) any other restricted party lists maintained by the Government of the United States or any State thereof.

Currency: November 4, 2025

V. MAINTENANCE & SUPPORT SERVICES

5.1 Software Versioning; Generally. Licensor follows a conventional semantic versioning system, to facilitate the identification of its Software. More specifically, Licensor's Software follows an "X.Y.Z" versioning system, in which: (i) "X" refers to the major operating version and/or platform of the Software; (ii) "Y" refers to the minor operating version of the Software; and (iii) "Z" refers to the expression of the Software as modified and/or patched.

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5.2 Base Services. From time to time, for so long as Licensee has a License to use the Software, and provided that Licensee is not in a condition of default with respect to either these STCs or the underlying transactional documents, Licensor shall publish modifications of the Software in the form of patches, and make such patches available to Licensee at no additional cost. The maintenance and support service contemplated by this § 5.2 is referred to as "**Base Services**."

a. It is understood and agreed that there is no affirmative publication and/or development schedule and/or obligation established by this provision. Instead, in the event that Licensor develops and/or publishes a patch to the major and/or minor versions of the Software that Licensee is then-using, and is authorized to use, Licensor shall make such patch available to Licensee at no additional cost. By way of clarification, and consistent with § 5.1, above, a modification in the form of a patch to the major and/or minor version of the Software will affect only the "Z" component of Licensor's Software naming convention.

b. Unless and/or until Licensee has procured Enhanced Services from Licensor, Licensor shall be under no obligation to provide: (i) any Major Upgrade or Minor Upgrade to the Software to Licensee (as those terms are define below in § 5.3(a)); (ii) to otherwise make such Upgrades available to Licensee; and/or (iii) any Technical Support Services (as that term is both limited and defined in § 5.3, below).

c. It is understood, agreed, and acknowledged that modifications in the form of patches are intended to provide temporary operational solutions to the Software, and that, as technology develops, it may become necessary and/or appropriate, in Licensor's sole discretion, to discontinue patching support for a major version, or minor version, of the Software, even if Licensee is then-using a version of the Software whose patching support would be discontinued by Licensor's decision. Consequently, in the absence of a mutually executed written agreement between the parties that provides otherwise, Licensor may discontinue providing patching support to Licensee with respect to the Software at any time by providing no less than one hundred eighty (180) days prior advance written notice of its intent to do so.

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5.3 Enhanced Services. From time to time, for so long as Licensee has a License to use the Software, provided that Licensee is not in a condition of default with respect to either these STCs or the underlying transactional documents, and further provided that Licensee has procured maintenance and support services that are in addition to those contemplated by § 5.2, above, as evidenced by some form of procurement instrument, Licensor shall publish modifications of the Software in the form of Major Upgrades and/or Minor Upgrades, and make such Upgrades available to Licensee. The maintenance and support service contemplated by this § 5.3 is referred to as "**Enhanced Services**."

a. It is understood and agreed that there is no affirmative publication and/or development schedule and/or obligation established by this provision. Instead, in the event that Licensor develops and/or publishes an upgrade to the major and/or minor version of the Software then being used by Licensee, and Licensee has procured Enhanced Services, then such upgrade to the major and/or minor version shall be provided to Licensee. By way of clarification, and consistent with § 5.1, above, an upgrade to the major version of the Software ("**Major Upgrade**") will affect the "X" component of Licensor's Software naming convention; an upgrade to the minor version of the Software ("**Minor Version**") will affect the "Y" component of Licensor's Software naming convention.

b. Licensor shall provide technical support ("**Technical Support Services**") to Licensee, commensurate with the nature and severity of the event that requires technical support. Licensor's schedule of service level categories and response times provided as part of Technical Support Services is set out below at the foot of these Terms & Conditions. The following events implicate matters that are beyond the scope of Technical Support Services contemplated by these Terms & Conditions, but may nonetheless be provided by Licensor to Licensee pursuant to a separate written agreement: (i) events caused by

the failure of third-party software or hardware to integrate with the Software or the Database; (ii) events caused by the abuse, misuse, and/or unauthorized use of the Software or the Database, to the extent such acts were performed by anyone other than Licensor's personnel; and/or (iii) events caused by the unauthorized modification of the Software or the Database, to the extent the modifications were performed by anyone other than Licensor's personnel.

c. Enhanced Services do not include any of the following: (i) Licensor's provision of any Software other than the Software that is specifically identified in the parties' underlying transactional documents; (ii) Licensor's provision of any Software that Licensor has developed to be a next-generation technological replacement for the Software that Licensee is then-using; nor (iii) Licensor's provision of any Software that would necessitate a change on the platform through which the Software is made available to Licensee (*e.g.* a migration from a locally operating version of the Software to a cloud-based operating version). These services, if any, may be procured only through the mutual execution of a separate written agreement between and/or among authorized representatives of the parties.

By separate written agreement mutually executed by authorized representatives of Licensor, Licensee, and (if applicable) the Intermediary, Licensor may agree to provide additional maintenance and support services, and/or provide a schedule of service level response incidents and response times. In the event that such a separate written agreement is established, the contents of that agreement shall be included within the definition of "Services" herein established.

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5.4 Exclusions. The following matters implicating Licensor's Services are beyond the scope of Services, but may nonetheless be provided by Licensor to Licensee pursuant to a separate agreement mutually executed by authorized representatives of Licensor, Licensee, and (if applicable) the Intermediary, and the payment of additional fee(s):

a. Events caused by the failure of third-party software and/or hardware to integrate with the Software and/or Database;

b. Events caused by the abuse, misuse, and/or unauthorized use of the Software and/or Database, including but not limited to acts prohibited by § 4.3 and/or § 4.4, above, to the extent such acts were performed by anyone other than Licensor; and/or,

c. Events caused by the unauthorized modification of the Software and/or Database, including but not limited to acts prohibited by § 4.3 and/or § 4.4, above, to the extent the modifications were performed by anyone other than Licensor's personnel.

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5.5 Extraordinary Expenses. In the circumstance that Licensor is notified of an event that requires on-site Services, then, in addition to any other fees payable to Licensor for such

Service(s), Licensor shall also be reimbursed for all actual costs associated with Licensor's deployment of personnel and/or dedication of resources. These costs shall include, but not necessarily be limited to: airfare; car rental; mileage; food; and accommodations.

Currency: November 4, 2025

VI. PAYMENT

6.1 Generally. Licensee and/or the Intermediary, if applicable, shall tender timely payment in full for all amounts of fees, costs, and/or expenses arising from Licensor's provision of Software and/or Services. In the event that Licensor is entitled to any payment whose due-date is not expressly established by the underlying transactional documents and/or these STCs, such payment shall be due and payable by no later than the thirtieth (30th) day following transmission of an invoice to Licensee and/or the Intermediary, as the case may be.

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6.2 Recurring Fees. Depending on the contents of the underlying transactional documents between and/or among the parties, Licensee and/or the Intermediary, if applicable, may be responsible for making payment to Licensor for an annual Software License and/or fees for Enhanced Services. At least thirty (30) days prior to the date on which the term of Licensee's License and/or Services are scheduled to expire, Licensor will transmit an invoice to Licensee and/or the Intermediary, as the case may be, through which the term of Licensee's License and/or Services may be continued as provided in § 7.2, below. The amount of fees quoted by Licensor to Licensee and/or the Intermediary, if applicable, may be increased year-to-year. The acceptance of Licensee and/or the Intermediary, if applicable, to the fees for an additional year of Software License and/or Services shall be conclusively established upon the occurrence of the earlier of: (i) Licensor's receipt of payment for the same; or (ii) Licensee's use of the Software after the date on which the invoice for an additional year is transmitted to Licensee and/or the Intermediary, if applicable. All such annually recurring fees for Licenses and/or Services are deemed earned in advance and in full as of the date on which the invoice is issued. The failure of Licensee and/or the Intermediary, if applicable, to tender payment in full for such annually recurring fees by no later than the date of payment reflected by the invoice will result in immediate cessation of Licensee's License and Licensor's provision of Services to Licensee.

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6.3 Taxes & Fees. All prices for Software License(s) and/or Services are exclusive of any and all sales tax(es), licensing fees (except as may be otherwise explicitly identified), and other third-party fee(s), tax(es), and/or assessment(s). In the event that Licensor is, or is alleged to be, responsible for the payment of any such additional expense(s) as a result of any transaction arising from and/or related to the Software, License, and/or Services, Licensee and/or the Intermediary, if applicable, shall promptly reimburse Licensor for the total amount of such additional expense(s), and in no event later than seven (7) days after the

presentment of a written demand for such reimbursement. If Licensee and/or the Intermediary, if applicable, perceives that any Software, License, and/or Services transactions are exempt from the assessment and/or collection of sales tax(es), Licensee and/or the Intermediary shall present Licensor with a fully executed copy of a sales tax exemption certificate promptly upon demand.

Currency: November 4, 2025

VII. TERMINATION

7.1 Termination. The Software License and/or Services may be terminated under the following circumstances:

a. By Licensor, immediately, upon the discovery of any fact or circumstance which evidences any violation by Licensee, Licensee's Personnel, and/or the Intermediary, if applicable, of the parties' underlying transactional documents and/or these STCs;

b. By Licensor, immediately, upon the failure of Licensee and/or the Intermediary, if any, to make timely payment of any amount that may be due and owing to Licensor;

c. By Licensor, immediately, in the event that the separate legal existence of Licensee and/or the Intermediary, if any, should cease, or Licensee and/or the Intermediary, if any, begins engaging in winding up activities in furtherance of the cessation of its separate legal existence;

d. By Licensor, immediately, upon the conclusion (by expiration or otherwise) of Licensee's License to use the Software; and/or,

e. By either Party, upon the occurrence of any event that constitutes a material breach of the parties' underlying transactional documents and/or these STCs (other than the circumstances of breach addressed by the foregoing Subsections (a), (b), (c) & (d)); provided that, the aggrieved party first gives written notice of breach to the other, and the breach is not cured within seven (7) days thereafter.

In the event that Licensee continues to possess a properly documented License to use the Software despite the discontinuation of Enhanced Services, Licensor will continue to provide Licensee with Base Services, unless Licensee has discontinued support thereof as contemplated herein.

Currency: November 4, 2025

7.2 Non-Renewal. Either party to the License may elect to discontinue the License and/or Services, provided that written notice of non-renewal is provided to the other at least one hundred eighty (180) days prior to the expiration of the then-existing term. In the event that such notice of non-renewal is not provided, or is not provided in a timely fashion, then by automatic operation, Licensee (either through itself or an Intermediary, as the case may

be) shall be deemed to have purchased an additional period of one (1) year of Enhanced Services.

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7.3 Effect of Termination or Expiration. In the event that the term of Licensee's License and/or Services should expire or be terminated, it is understood and agreed that Licensee's Software License, and Licensor's provision of the Service(s), shall cease as of the effective date of termination or expiration. However, in the event that Licensee continues to possess a properly documented License to use the Software despite the discontinuation of Enhanced Services, Licensor will continue to provide Licensee with Base Services, unless Licensee has discontinued support thereof as contemplated herein.

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7.4 Refunds upon Termination. In the event of termination, no amount of fees paid for License(s) and/or Services as of such date shall be refunded, by proration or otherwise, as all amounts of fees are deemed earned in full upon being invoiced and are payable in full as of the date reflected on such invoice.

Currency: November 4, 2025

VIII. WARRANTIES & DISCLAIMER

8.1 As-Is. Other than as may be expressly established in the parties' underlying transactional documents, the Software, License, and Services are provided to Licensee "AS IS."

Currency: November 4, 2025

8.2 Disclaimer. Licensor does not warrant that the Software and/or Services are or will be error free. ACCORDINGLY, EXCEPT AS MAY BE EXPRESSLY ESTABLISHED IN THE PARTIES' UNDERLYING TRANSACTIONAL DOCUMENTS, LICENSOR DISCLAIMS ALL WARRANTIES RELATING TO THE SOFTWARE, THE LICENSE, AND/OR LICENSOR'S SERVICES, WHETHER EXPRESS, IMPLIED, OR SUPPLIED BY STATUTE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE. ANY AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

Currency: November 4, 2025

IX. LIMITATION OF LIABILITY

EXCEPT FOR A BREACH OF ARTICLE IV, ABOVE, OR AS MAY BE OTHERWISE EXPRESSLY PROVIDED IN THE PARTIES' UNDERLYING TRANSACTIONAL DOCUMENTS, IN NO EVENT SHALL LICENSOR, LICENSEE, OR THE INTERMEDIARY, IF ANY, BE LIABLE WITH RESPECT TO ANY MATTER ARISING UNDER AND/OR RELATED TO THE SOFTWARE, THE LICENSE, AND/OR LICENSOR'S SERVICES,

UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF GOODWILL OR LOST DATA, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. LICENSOR'S AGGREGATE LIABILITY TO LICENSEE AND/OR THE INTERMEDIARY, IF ANY, FOR ANY AND ALL MATTERS ARISING UNDER OR RELATED TO THE SOFTWARE, THE LICENSE, AND/OR THE SERVICES SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO LICENSOR WITH RESPECT TO THE SOFTWARE AND/OR SERVICES.

Currency: November 4, 2025

X. INDEMNIFICATION OBLIGATIONS

Subject to and without waiving the foregoing limitations on liability:

10.1 Intellectual Property Claims. Licensor shall defend, indemnify, and hold Licensee and/or the Intermediary, if any, harmless from any and all claims, demands, or suits brought by a third-party, but only to the extent it is alleged in such claim, demand, or suit that the Software, or the use thereof, infringes the intellectual property rights of another. In the event that Licensee and/or the Intermediary is presented with such a claim, demand, or suit, it shall promptly notify Licensor of the same in writing, and shall cooperate fully with Licensor's defensive efforts. It is understood and agreed that Licensor shall have no duty to honor the indemnification obligation herein established if: (a) Licensee and/or the Intermediary fails to provide the notice herein required; (b) Licensee, Licensee Personnel, and/or the Intermediary fails to cooperate with Licensor's defensive efforts; (c) Licensee, Licensee Personnel, and/or the Intermediary has altered or modified the Software and/or Database without Licensor's prior written consent; (d) such claim, demand, or suit arises out of the abuse, misuse, and/or unauthorized use of the Software and/or Database by Licensee and/or Licensee Personnel; and/or (e) Licensee and/or the Intermediary is in default of these STCs or any obligation of the underlying transactional documents.

Currency: November 4, 2025

10.2 Use of Software. Licensee and the Intermediary, if any, shall defend, indemnify, and hold Licensor harmless from any and all claims, demands, or suits brought by a third-party, in the event it is alleged in such claim, demand, or suit that damages have been sustained as a result of Licensee's use of the Software and/or Database (to include abuse, misuse, and/or unauthorized use, either by Licensee or Licensee Personnel). In the event that Licensor is presented with such a claim, demand, or suit, it shall immediately notify Licensee and/or the Intermediary, if any, of the same in writing, and shall cooperate fully with Licensee's and/or the Intermediary's defensive efforts.

Currency: November 4, 2025

XI. UPDATES TO THESE STANDARD TERMS & CONDITIONS

11.1 Generally. Except for § 12.8, below, "Precedence," Licensor may update the contents of these STCs from time to time, in its sole discretion, and without express advance notice to Licensee and/or the Intermediary, if any.

Currency: November 4, 2025

11.2 Acceptance. The acceptance of Licensee and/or the Intermediary, if applicable, to any modifications or amendments to these STCs shall be conclusively established upon the occurrence of the earlier of: (i) Licensor's receipt of any payment for the Software, the License, and/or the Services following the date of such amendment; or (ii) Licensee's use of the Software following the moment of such amendment.

Currency: November 4, 2025

XII. MISCELLANEOUS & ADMINISTRATIVE

12.1 Prohibition on Assignment. No rights, privileges, and/or licenses arising from and/or related to the Software, the License, and/or the Services may be assigned by Licensee and/or the Intermediary, if any, by operation of law or otherwise, except upon prior written approval of Licensor. Any act undertaken by Licensee and/or the Intermediary, if any, to transfer or assign any such rights, privileges, and/or licenses shall be null and void.

Currency: November 4, 2025

12.2 Successorship. Subject to and without waiving the prohibition on transfer and assignment established in § 12.1, above, any rights, privileges, and/or licenses arising from and/or related to the Software, the License, and/or the Services which are properly transferred or assigned will inure to the benefit of, and its obligations shall be binding against, the successor-in-interest to such transferring or assigning party.

Currency: November 4, 2025

12.3 Notices. Notices of non-renewal may be transmitted by electronic mail, which shall be deemed delivered upon receipt. All other notices established under these STCs must be delivered in writing, through the U.S. Mail or a common commercial delivery service, which shall also be deemed delivered upon receipt, provided, that delivery must be evidenced by a separate written certification.

Currency: November 4, 2025

12.4 Governing Law; Forum. Except to the extent necessarily displaced pursuant to § 12.8, below, "Precedence," these STCs shall be governed by the laws of the State of South Carolina exclusively, without giving effect to the State's principles regarding choice or conflict of laws. In the event of a dispute arising out and/or related to the negotiation, drafting, performance, and/or breach of these STCs and/or the underlying transactional documents, the sole and exclusive jurisdiction for any civil action related thereto is and

shall be the state and federal courts located in the State of the Licensee's principal place of business.

Currency: November 4, 2025

12.5 Attorneys' Fees & Costs. In the event that a dispute between or among Licensor, Licensee, and/or the Intermediary, if any, arising from and/or related to the Software, the License, and/or the Services results in the commencement of a formal legal proceeding, whether in litigation, arbitration, or otherwise, then, in addition to any other relief to which a party may be entitled, the more-prevailing party in such dispute shall be entitled to reimbursement of its costs, fees, and expenses incurred in prosecuting or defending its claim, to include all attorneys' fees and expert witness fees.

Currency: November 4, 2025

12.6 Severability. The invalidity or unenforceability of any provision of these STCs shall not affect any other provision of these STCs, and the remaining provisions shall remain in force and effect as if such unenforceable or invalid provision had never been included.

Currency: November 4, 2025

12.7 Survival. Upon the termination and/or expiration of the term of Licensee's Software License and/or Services for any reason, the following provisions of these STCs shall survive and remain in force and effect: Article II; § 3.2; § 3.5; Article IV; § 5.2; § 5.4 & § 5.5; § 6.3; § 7.3 & § 7.4; Articles VIII-X; and §§ 12.2-12.8; provided, that the provisions of these STCs regarding the maintenance of confidentiality for information which is a trade secret of Licensor's shall remain in force and effect in perpetuity, unless and/or until such information is no longer competent to receive protection under applicable law as a trade secret.

Currency: November 4, 2025

12.8 Precedence. These STCs shall govern and control the commercial relationship by and among Licensor, Licensee, and the Intermediary, if any, with respect to all matters arising from and/or related to the Software, the License, and/or the Services, unless such provisions are expressly prohibited by applicable law, or have been replaced and are in irreconcilable conflict with other provisions of a written agreement between the parties, mutually executed by authorized representatives of each. In the event that a party issues a purchase order, invoice, or similar document which contains terms and conditions that are different in any way than the provisions of the STCs expressed herein, all such supplemental terms and conditions are, on behalf of Licensor, hereby affirmatively rejected. In the event that Licensee and/or the Intermediary, if any, makes any assertion that any provision of these STCs has been superseded by the supplemental terms and conditions set out in any document other than a mutually executed written agreement, such as a purchase order, invoice, or similar document, the fact of such assertion shall constitute an event of material breach of these STCs, conclusively authorizing Licensor to terminate Licensee's Software License and/or the provision of Services immediately.

Currency: November 4, 2025

SCHEDULE OF TECHNICAL SUPPORT SERVICES

Service Level Categories & Response Times

Priority One **Immediate**	Priority One applies if the event could: • Prevent the accomplishment of an operational or mission essential function; or, • Cause loss of data or data corruption; or, • Jeopardize safety or security.
Response Time	• Immediately*, if the event is reported during "**Regular Business Hours**," which are Monday through Friday (excluding Licensor-recognized holidays), between the hours of 9am Eastern Time and 6pm Eastern Time); • Within one (1) hour after notification* if the event is reported after Regular Business Hours; and, • If on-site repair is required, Licensor will make arrangements to be on-site expeditiously and as soon as reasonably practicable. ***Immediate issues should be reported via phone call to Licensor's Support line to ensure prompt attention.**
Resolution Time	Within twelve (12) hours after the event is first reported by Licensee, unless Licensor's response is delayed by the necessities of travel, in which case, Licensor will resolve the event within twelve (12) hours of arriving at Licensee's site.
Priority Two **Urgent**	Priority Two applies if the event could: • Adversely affect (but not prevent) the accomplishment of an operational or mission-essential function, and no reasonable workaround is readily available; or, • Adversely affect technical or cost risks to the life-cycle support of the system on which the Software operates, and no reasonable workaround is readily available. Priority Two events include aborts, but not loss of data or data corruption.
Response Time	• Immediately*, if the event is reported during Regular Business Hours; • Within one (1) hour after notification* if the event is reported after Regular Business Hours; and, • If on-site repair is required, Licensor will make arrangements to be on-site expeditiously and as soon as reasonably practicable. ***Urgent issues should be reported via phone call to Licensor's Support line to ensure prompt attention.**
Resolution Time	Within forty-eight (48) hours after the event is first reported by Licensee, unless Licensor's response is delayed by the necessities of travel, in which case, Licensor will resolve the event within forty-eight (48) hours of arriving at Licensee's site.

Priority Three **High**	Priority Three applies if the event could: • Adversely affect (but not prevent) the accomplishment of an operational or mission-essential function, but a reasonable workaround is readily available; or, • Adversely affect technical or cost-risks to the life cycle support of the system on which the Software operates, but a reasonable workaround is readily available. Priority Three problems do not include aborts or loss of data.
Response Time	• Immediately, if the event is reported during Regular Business Hours; • Within eight (8) hours after notification if the event is reported after Regular Business Hours.
Resolution Time	Resolution within sixty (60) days.
Priority Four **Normal**	Priority Four applies if the event: • Causes little to no impact to business operations. Examples include modifications to reporting of non-compliance data, presentation level issues, and assistance utilizing the software.
Response Time	• Immediately, if the problem is reported during Regular Business Hours; • Within two (2) days after notification if the event is reported after Regular Business Hours.
Resolution Time	Resolution will be achieved within the release of the next two (2) versions of Software.
Priority Five **Low**	Any event related to the Software which does not fall within the foregoing Priority categories.
Response Time	• Within 24 hours, if the problem is reported during Regular Business Hours; • Within three (3) days after notification if the event is reported after Regular Business Hours.
Resolution Time	Resolution will be achieved within the release of the next two (2) versions of Software.

Currency: November 4, 2025