

ACCRETE INC./ACCRETE AI GOVERNMENT LLC
TEMPLATE ARGUS SOFTWARE END USER SOFTWARE LICENSE AGREEMENT
WITH U.S. GOVERNMENT
AS OF APRIL 16, 2023
(SUBJECT TO REVISION)

In consideration of the mutual obligations described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows. Capitalized terms used herein have the meanings given to them in this Licensing Agreement.

1. Licensing

1.1. Subject to the terms and conditions of this Agreement, Accrete, Inc., referred to as the “Company” herein, grants to the Ordering Activity under GSA Schedule contracts identified in the Order “(the “User””, a non-sublicensable, non-exclusive license (the “License”) to the Product, referred to as “Argus”, along with any written documentation, including any Company user guides, tutorials, reference manuals or other explanatory materials that accompany or are stored on or in the Company Software for the purpose of integration, configuration and installation on behalf of the User or delivered to the User, during the license term. Under this License, the Government may permit Government Authorized Users to access the Product and, where applicable, informational Reports generated by Government Authorized Users, through the applicable interfaces.

2. License to Documentation

2.1. The User may make and distribute copies of the Documentation to Government Authorized Users in accordance with the foregoing license, but no more than the number reasonably necessary. Any permitted copy of the Documentation must contain the same copyright and other proprietary notices that appear in the Documentation.

3. License Restrictions

3.1. **Except for the rights expressly granted under this Agreement, the Government shall not:**

- a. Use the Products in (i) violation of any applicable law or in connection with unlawful material or (ii) a manner that would cause a material risk to the security or operations of Company or any of its customers, or to the continued normal operation of other Company customers;
- b. Republish, display, sell, rent, lease, host, circulate, disseminate, assign or sub-license the Products to any third party, including but not limited to other government contractors, offerors, vendors, or other Company competitors;
- c. Offer, use, or permit the use of the Products in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time- sharing basis, as part of a hosted service, or on behalf of any third party;
- d. Attempt to interact with the operating system underlying the Products, or modify, create derivative works of, adapt, translate, reverse engineer, decompile, or otherwise attempt

to discover the source code in, any Company technical data. This restriction will not apply to the extent it limits any non-waivable right Government may enjoy under applicable law;

e. Remove, obscure, or alter any proprietary notices associated with the Products (including any notices in reports that are deliverables under this Agreement);

f. Use any software components, modules, or other services that may be delivered with the Products, but which are not licensed to Government; or

g. Unbundle any components of the Products for use on different computers or devices as the Products are designed and provided to Government for use as single non-severable offerings.

4. Additional Terms

4.1. Nothing contained in this EULA is intended to prohibit or restrict the parties from mutually agreeing to enter into separate terms and conditions that i) modify or supplement the terms and conditions (including business and/or financial terms) of this EULA or the License granted to End User pursuant to this EULA; or ii) create or modify the terms a particular Transaction.

5. Maintenance

5.1. Maintenance and support ("Maintenance") for the Product will be available in accordance with the provisions within this **License Agreement**.

6. Warranty

6.1. The Company will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but the Company does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to the Company Software running under the supported environments specified in the release notes for the product. The Company will provide the Customer with substantially the same level of service throughout the term of this agreement. The Company may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service. THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED 'AS IS'. The Company is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. The liability of the Company shall not exceed the purchase price of the product that Customer has paid under this agreement. This warranty agreement shall run for a period of one (1) year from the Date the software is delivered.

6.2. Media Warranty. The Company warrants that the original software media (disk or download) is free from defects in material and workmanship, assuming normal use, for a period of ninety (90) days from the date of original purchase. If a media defect occurs during this time, the Users may contact the Company who will have the sole determination of the media defect and may authorize replacement by the Company.

7. ASSIGNMENT

7.1. Neither party may assign all or any portion of its rights or obligations under this EULA to any third party other than a controlled affiliate thereof without the prior written consent of the other party.

8. ENTIRE AGREEMENT

8.1. This License Agreement contains the entire understanding of the parties with respect to the licensed use of the Company Software and supersedes any prior license agreements with respect to the subject matter hereof. All rights not expressly granted to the User are retained by the Company.

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