

Cirrus Link Solutions Software License Agreement

Last updated: May, 2021

IMPORTANT - READ CAREFULLY: THIS CIRRUS LINK SOLUTIONS SOFTWARE LICENSE AGREEMENT (“CLSSLA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND CIRRUS LINK. BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU INDICATE YOUR ACCEPTANCE OF THE CLSSLA, INCLUDING THE LIMITED WARRANTY, DISCLAIMERS AND LIMITATION ON LIABILITY PROVISIONS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON, COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS. FURTHER, YOU AGREE THAT THIS CLSSLA CONTROLS ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES WITH REGARD TO THE SOFTWARE AND SUPERSEDES ANY OTHER AGREEMENT BETWEEN YOU AND CIRRUS LINK, INCLUDING, BUT NOT LIMITED TO, LICENSEE PURCHASE ORDERS AND/OR TERMS AND CONDITIONS, AND WHETHER ENTERED INTO BEFORE OR AFTER YOUR ACCEPTANCE OF THIS CLSSLA. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOU WILL LOOK ONLY TO CIRRUS LINK FOR ALL ISSUES OF ANY KIND RELATING TO THE SOFTWARE. IF YOU DO NOT ACCEPT THE TERMS OF THIS CLSSLA DO NOT INSTALL, COPY OR OTHERWISE USE THE SOFTWARE.

BY DOWNLOADING, INSTALLING AND/OR USING THIS SOFTWARE YOU AGREE TO THE FOLLOWING TERMS:

A. DEFINITIONS.

“Documentation” means the then-current information regarding the Software that is generally provided or made available to You by Cirrus Link either in print or electronic form, and which may include end user manuals, operation instructions, installation guides, release notes and on-line help files regarding the use of the Software.

“Cirrus Link” means Cirrus Link Solutions, LLC and its successors or manufacturer and owner of this Software.

“Software” means the Cirrus Link software and all versions, enhancements, modifications, improvements, derivatives, updates and new releases thereof.

“You”, “Your” and “Licensee” means the person, company or other legal entity which is downloading, installing or using the Software and any successor or assignee of same.

- B. AGREEMENT.** After reading this CLSSLA, by downloading, installing or otherwise using the Software, You are signifying your acceptance of the terms and conditions of this CLSSLA, including, but not limited to, the warranty, disclaimers and limitations on liability provisions. All updates to the Software are part of the Software and subject to the terms of this CLSSLA. Revisions to this CLSSLA may accompany updates to the Software, in which case by installing

such update, You accept the terms of the CLSSLA as revised. If you do not agree to the terms of this CLSSLA, do not install, copy or otherwise use the Software. You acknowledge and agree that this CLSSLA controls all aspects of the relationship between the parties with regard to the Software and supersedes any other agreement between you and Cirrus Link, including, but not limited to, Licensee purchase orders and/or terms and conditions, and whether entered into before or after Your acceptance of this CLSSLA.

C. GRANT OF LICENSE.

1. License. You acknowledge and agree that the Software is licensed, not sold. Subject to your compliance with all the terms and conditions of this CLSSLA, your timely payment of all applicable license fees and your compliance with the activation process, Cirrus Link grants You a perpetual, personal, non-exclusive and non-sublicensable, worldwide license to download, install and use the Software and Documentation pursuant to the terms of this CLSSLA, and only for the purposes described by Cirrus Link for the Software. Please see Section C.2. below for licenses and provisions that are specific to limited rights versions. If you are a company or other legal entity, You are responsible for ensuring Your personnel and authorized contractors comply with all relevant terms of this CLSSLA and any failure to comply will constitute a breach by You. Any use of the Software by authorized contractors shall be solely for Your internal business purposes.
2. Limited Rights Versions. If the Software version you acquired is marked or otherwise identified as intended solely for a specific or limited use, then You may only use it as specified. You may not use the following versions of the Software for commercial, non-profit, or revenue-generating activities.
 - a. Maker Edition. If Your version of the Software is identified as “Maker Edition” or otherwise intended solely for personal use by an individual, then You may only use the Software as specified.
 - b. Educational Edition. If Your version of the Software is identified as “Educational Edition” or otherwise intended solely for educational use only, then You may only use the Software for Educational Purposes. “Educational Purposes” means teaching and training students in an educational setting. For the avoidance of doubt, Educational Purposes do not include research in an academic setting.
3. Transfer to End User. If You are a system integrator or original equipment manufacturer and You have integrated the Software into a reseller/OEM product for purposes of reselling such integrated product to Your end customer, You may transfer the Software, as part of the integrated product, to Your end user customer upon their acceptance of this CLSSLA and Your completion of the Software transfer registration process, as applicable. If You are an end user customer receiving a reseller/OEM product, You acknowledge and agree that (i) You have accepted and are bound by this CLSSLA; (ii) the system integrator or original equipment manufacturer is not authorized to modify or amend this CLSSLA or to offer any warranties or representations regarding the Software on Cirrus Link's behalf; (iii) Cirrus Link's sole obligations with regard to the Software are as set forth in this CLSSLA; and (iv) You will look solely to the system integrator or original equipment manufacturer for any defects in the reseller/OEM product, or incompatibilities with the Software.
4. Intellectual Property. The Software is an original work and protected by copyright, trade secret and patent laws protecting Cirrus Link's rights and intellectual property. Cirrus Link reserves all rights to any reproduction of the Software, including its Documentation, logos, trademarks, icons and interface in whole or in part. This CLSSLA does not give You the right to any technical

support for, or upgrades to, the Software that Cirrus Link may offer from time to time. Cirrus Link may, at its option and as part of its sales policy, make such technical support and upgrades available to registered users of the Software under terms to be determined from time to time by Cirrus Link.

5. **Evaluation Copy.** You may use the Software without charge on an evaluation basis. In the unregistered version Your use is limited by providing a two-hour runtime only. You must pay the license fee and activate Your copy of the Software if you wish to use the Software without any limitation.
6. **Redistribution of Evaluation Copy.** If You are using the Software on an evaluation basis, You may make copies of the evaluation Software as You wish; give exact copies of the original evaluation Software to anyone; and distribute the evaluation Software in its unmodified form via electronic means (Internet, BBS's, Shareware distribution libraries, CD-ROMs, etc.). You may not charge a fee for the copy or use of the evaluation Software itself, but You may charge a distribution fee that is reasonably related to any cost You incur distributing the evaluation Software (e.g., packaging). You must not represent in any manner whatsoever that You are selling the Software itself. Your distribution of the evaluation Software will not entitle You to any compensation from Cirrus Link. You must distribute a copy of this CLSSLA with any copy of the Software. Anyone to whom You distribute the Software is subject to this CLSSLA.
7. **Registered Copy.** After You have purchased a license for the Software and have received the serial number enabling the registered copy, You are licensed to download and install the Software only into the memory of the number of devices corresponding to the number of licenses purchased. Under no other circumstances may the Software be operated at the same time on more than the number of devices for which You have paid a separate license fee. You may terminate this license at any time by destroying the original and all copies of the Software in whatever form you maintained it. You may permanently transfer all of your rights under this CLSSLA provided You transfer all copies of the Software (including copies of all prior versions if the Software is an upgrade) and retain none, and the recipient agrees to the terms of this CLSSLA.
8. **Virtual Machines and Containers.** If You plan to run one or more instances of the Software using a hypervisor-powered virtual machine system, application container engine, or any other means by which multiple instances may be run concurrently, a license is always required for each instance of the Software. A single license for the Software is not valid for multiple instances of the Software running on a single physical server computer nor a single operating system; a single license is valid only for a single instance of the Software.
9. **Restrictions.** You may not reverse engineer, de-compile or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law, notwithstanding this limitation. Subject to Section C.3., You may not rent, lease, sell, trade, resell, modify, duplicate, reproduce, copy or lend the Software. You may not publish or publicly distribute any serial numbers, access codes, unlock-codes, passwords or other end-user-specific registration information that would allow a third party to activate the Software without a valid license. You agree not to use, nor permit any third-party to use, the Software in a manner that violates any applicable law, regulation or this CLSSLA. You will not: (i) sell or offer for sale any third party software included in the Software on a standalone basis unless explicitly allowed in that third party software's license agreement; (ii) use, market, demonstrate, distribute, provide training with respect to or otherwise commercialize any third party software included in the Software except as a part of the Software; (iii) use any of the third party software included in the Software for Your internal business purposes or operations except as a part the Software; (iv) reverse engineer, disassemble, decompile or create derivative works from any of the third party software included

in the Software (except to the extent such restriction is prohibited by applicable law or is allowed by a relevant third party software license agreement); (v) post or distribute any of the third party software included in the Software (or any portion thereof) on any publicly accessible website or any other public means unless explicitly allowed in the third party software license agreement; or (vii) remove or alter any copyright, trademark or other proprietary notice from any of the third party software included in the Software or any portion thereof.

10. Hosted Systems. You acknowledge and agree that hosted commercial systems for use by more than a single end user must obtain additional license(s). You will not permit any third party to benefit from the use or functionality of the Software via a rental, lease, timesharing, service bureau, hosting service or other arrangement. If You are using the Software in this manner, You will contact the Cirrus Link sales department immediately for pricing and will purchase the necessary additional license(s).
11. Application of the Most Recent CLSSLA. You acknowledge and agree that You shall comply with the most recent version of the CLSSLA available at <https://cirrus-link.com/contact-us/> and shall regularly check for updates to the CLSSLA. Cirrus Link reserves the right to modify this CLSSLA, in its sole discretion, at any time, and the modifications will be effective when posted through the Software or on the Cirrus Link website for the Software or when Cirrus Link notifies You by other means. Cirrus Link may also change or discontinue the Software, in whole or in part. It is important that You review this CLSSLA whenever it is modified because Your continued use of the Software indicates Your agreement to the modifications.
12. Data. You acknowledge and agree that Cirrus Link may: (i) collect and process technical and related information about Your use of the Software, which may include, without limitation, modules installed, usage statistics (e.g., number of sessions, tags, projects, devices, connections, etc.), Software version, country, language, time zone, OS version, CPU architecture, memory size, and other similar data; and (ii) create certain aggregated, de-identified information related to the Software, including information about the Software environment, performance, and other usage information. You authorize Cirrus Link to use such data to support and troubleshoot, analyze trends and benchmark, and test and improve the Software.

D. OWNERSHIP OF SOFTWARE AND INTELLECTUAL PROPERTY. The Software and Documentation are protected by copyright, trade secret, patent and other intellectual property laws of the United States and other countries, and through international treaty provisions. Cirrus Link retains all right, title and interest in and to the Software and Documentation, including any enhancements, updates, modifications, improvements and derivatives thereof, and all intellectual property rights therein. You may not remove any copyright notices from the Software or Documentation. Cirrus Link may make changes to the Software or Documentation at any time without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided in this CLSSLA, Cirrus Link grants no express or implied rights under Cirrus Link patents, copyrights, trademarks or other intellectual property rights.

E. PROHIBITIONS. Ownership of all copies of the Software remains with Cirrus Link. You are not obtaining ownership of the Software or any intellectual property rights related to it by licensing the Software. You may not convert this Software or its parts to a different computer language or environment, either manually, or using an automated conversion tool, such that this Software or any modification thereof will run under any language, software, or program other than implemented by Cirrus Link. You agree that any modifications made to this Software belong to Cirrus Link and are permitted for Your exclusive use during the period of this CLSSLA, and

may not be transferred, sold or licensed to another person, company or other legal entity. You agree not to prevent or seek any legal action to prevent Cirrus Link from developing any upgrades to the Software including development of any modules based on its own efforts and intellectual property.

F. LIMITED WARRANTY.

1. Cirrus Link warrants that it is the owner of the Software or has the right to grant the license (including the third-party software licenses and copyrights as more specifically provided below) described in this CLSSLA.
2. The Software is warranted that it will substantially conform with the Documentation supplied by Cirrus Link at the time of initial delivery for a period of sixty (60) days from the delivery date ("Warranty Period"). This warranty shall be void if You attempt to modify the Software in any way or use the Software in breach of this CLSSLA. Cirrus Link makes no representation or warranty, express or implied, that the operation of the Software will be uninterrupted or error free, or that the functions contained in the Software will meet or satisfy Your intended use or requirements. You assume complete responsibility for decisions made or actions taken based on information obtained using the Software. Additionally, due to the ongoing development of new techniques for invading and attacking networks, Cirrus Link does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.
3. OTHER THAN AS SET FORTH IN PARAGRAPHS F(1) AND (2) ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND CIRRUS LINK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY CIRRUS LINK OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE RISK OR COST ASSOCIATED WITH SUCH DEFECT AND ANY SERVICE AND REPAIR. CIRRUS LINK HAS NO OBLIGATION TO INDEMNIFY OR DEFEND YOU FROM ANY CLAIM OF ANY KIND ARISING OUT OF, OR RELATED TO, A BREACH OF ANY WARRANTY EXPLICITLY DISCLAIMED ABOVE, INCLUDING, BUT NOT LIMITED TO, A CLAIM OF INFRINGEMENT.
4. THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET OR BE USED IN CONNECTION WITH HARDWARE AND OTHER PRODUCTS THAT ARE CONNECTED TO THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT CIRRUS LINK DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED

USERS (I.E., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEB SITES, COMPUTERS OR NETWORKS. CIRRUS LINK WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES.

5. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

G. LIMITATION OF REMEDIES. Cirrus Link's entire liability and Your exclusive remedy for breach of the Limited Warranty shall be: (i) the replacement of the Software not meeting the Limited Warranty specified above, which is returned with proof of purchase during the Warranty Period; or (ii) if Cirrus Link is unable through reasonable efforts to deliver replacement Software which meets the Limited Warranty specified above, You may terminate this CLSSLA by returning or destroying the Software as provided herein, and Cirrus Link or its reseller will refund your purchase price within the limitations set forth in Section F above.

H. LIMITATION OF LIABILITY AND INDEMNITY.

1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CIRRUS LINK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION OR DATA, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, AND FOR ANY OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THIS CLSSLA OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF CIRRUS LINK OR ITS RESELLER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

3. CIRRUS LINK'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL CLAIMS AND LIABILITIES ARISING OUT OF OR RELATING TO THE SOFTWARE OR THIS CLSSLA, WHETHER OR NOT INSURED, WILL NOT EXCEED THE LICENSE FEES PAID BY YOU FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM AND, IN NO EVENT, MORE THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000USD).

4. ALL OF THE DISCLAIMERS AND LIMITATIONS OF REMEDIES AND/OR LIABILITY THROUGHOUT THIS CLSSLA WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THIS CLSSLA OR ANY OTHER AGREEMENT BETWEEN YOU AND CIRRUS LINK (UNLESS THAT AGREEMENT SPECIFICALLY REFERENCES THE CLSSLA AND THIS PROVISION AND ITS INTENTION TO SUPERCEDE IT) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.

5. The Software is not fault-tolerant and is not designed or intended for use or resale in hazardous environments requiring fail-safe performance in which the failure of the Software could lead to death, personal injury, or severe physical or environmental damage (“High Risk Activities”). Unless Cirrus Link gives its prior written consent and is consulted regarding the specific deployment, system set-up and Software support plan, this license excludes any High-Risk Activities, and You shall not use the Software with respect to any High-Risk Activities.

6. You agree to indemnify, defend and hold Cirrus Link and its affiliates and their respective officers, managers, members, directors, employees, agents, successors and assigns harmless from and against any and all claims, lawsuits, liabilities, damages, judgments, recoveries, penalties, costs, losses fines, settlements or expenses, including without limitation reasonable attorneys’ fees and costs, arising out of or in any way connected to: (i) a claim that a Non-Cirrus Link Application provided by You, or the combination of a Non-Cirrus Link Application provided by You and used with the Software, infringes on or violates any third party intellectual property rights; (ii) Your use of the Software in an unlawful or unauthorized manner or in violation of the Documentation; (ii) High-Risk Activities; or (iii) Your breach of this CLSSLA (collectively referred to as “Claims”). Cirrus Link reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims (and without limiting Your indemnification obligations with respect to such Claims). You agree to reasonably cooperate as requested by Cirrus Link in the defense of any Claims.

I. EXPORT RESTRICTIONS. All Software and technical data delivered under this Agreement is subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that You have the responsibility to obtain such licenses to export, re-export or import as may be required after delivery to You. These laws include restrictions on destinations, end users and end use.

J. TERMINATION. This CLSSLA is effective until terminated. This CLSSLA terminates on the date of the first occurrence of either of the following events: (i) the expiration of thirty (30) days from written notice of termination from You to Cirrus Link; or (ii) at any time if You violate the terms of this CLSSLA. Upon termination, You shall destroy all copies of the Software. You agree that monetary damages alone are not an adequate and just relief resulting from any breach of this CLSSLA, that a court order prohibiting any further breach of this CLSSLA is necessary to prevent further damages, and that You will not oppose any reasonable request for a temporary restraining order, preliminary injunction, or other relief sought by Cirrus Link in the event of a breach of this CLSSLA. Cirrus Link shall not be required to notify You of any breach, nor make any demand or claim against You resulting from any such breach, or for a demand to stop any use or distribution in violation of the terms of this CLSSLA, and You agree that any breach of this CLSSLA and damages resulting therefrom shall relate back to the first and earliest breach thereof. Failure of Cirrus Link to enforce its rights pursuant to this CLSSLA shall not constitute a waiver of such rights, and shall not prejudice Cirrus Link in any later enforcement of its rights or rights to seek damages therefrom.

K. SEVERABILITY. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part of this Agreement.

L. UPGRADES. If You acquired this Software as an upgrade of a previous version, this CLSSLA replaces and supersedes any prior CLSSLA. You may continue to use the previous version of the Software, provided that both the previous version and the upgrade are installed on the same computer at all times. You may not have a previous version and the related upgrade version installed on separate computers at any time. Once You have installed the upgrades and are satisfied that the upgrades are operating correctly, You agree to uninstall any prior versions of the Software from all computers on which it was previously installed.

M. ENTIRE AGREEMENT. This CLSSLA is the entire agreement between You and Cirrus Link relating to Your downloading, installation and use of the Software, and supersedes all prior written or oral statements, promises, representations and agreements.

N. GOVERNING LAW. The CLSSLA shall be governed by the laws of the State of Kansas. The United Nations Convention on the International Sale of Goods will not apply. Any action or proceeding brought by either party against the other arising out of or related to this CLSSLA shall be brought only in a state or federal court of competent jurisdiction located in Johnson County, Kansas. The parties hereby consent to the jurisdiction of such courts.

O. RIGHT TO AUDIT. You agree that Cirrus Link may audit Your use of the Software for compliance with these terms, upon reasonable notice. You agree to cooperate fully with Cirrus Link and its authorized agents in any such audit to assist in accurately determining Your compliance with the terms and conditions of this CLSSLA. If such audit reveals any use of the Software by You other than in full compliance with the terms of this CLSSLA, You shall take all necessary action to bring your usage into compliance and shall pay Cirrus Link for all reasonable expenses related to such audit in addition to any other liabilities You may incur as a result of such non-compliance.

P. RIGHT TO IDENTIFY CUSTOMER IN MARKETING MATERIALS. You agree that Cirrus Link may use Your name (and logo if applicable) in its marketing materials solely for the purpose of identifying customers of Cirrus Link who have purchased its Software. No explicit representations or warranties shall be made regarding Your recommendation or endorsement of the Software.