



## END-USER LICENSE AGREEMENT FOR REVELO, LLC SOFTWARE

This End-User License Agreement (the "Agreement") is entered into on the date upon which access to the Software and documentation (as defined below) are provided to you (the "Effective Date"). This Agreement is a legal agreement between you, the licensee of the Software (either as an individual or a single legal entity) the licensee of the Software ("LICENSEE"), and Revelo, Inc. together with its successors, subsidiaries, affiliates or assigns, ("Optimal"), governing your use of the AcquisitionAI™ (the "Software"), including all related documentation ("Documentation"). Licensee hereby agrees to be bound by the terms of this Agreement by clicking the "I Agree" button at the end of this Agreement.

IMPORTANT - PLEASE READ THIS AGREEMENT CAREFULLY. YOU MUST AGREE TO THIS AGREEMENT IN ITS ENTIRETY IN ORDER TO CONTINUE WITH THIS PROGRAM. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE SOFTWARE OR DOCUMENTATION. IF YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE CLICK ON THE "I AGREE" BUTTON. BY CLICKING THE "I AGREE" BUTTON, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE ACCEPTED AND WILL COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT CLICK ON THE "I AGREE" BUTTON OR DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SOFTWARE OR DOCUMENTATION.

**1. DEFINITIONS.** For purposes of this Agreement, the following terms have the following meanings:

**1.1 "Authorized Users"** means the individual Persons identified in the Order Form that are authorized to use the Software and Documentation pursuant to the license granted under this Agreement.

**1.2 "Documentation"** means user manuals, technical manuals and any other materials provided by Optimal, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Software.

**1.3 "Licensee"** has the meaning set forth in the preamble.

**1.4 "License Fees"** means the license fees, including all taxes thereon, paid or required to be paid by LICENSEE for the license granted under this Agreement.

**1.5 "Order Form"** means the order form filled out and submitted by or on behalf of LICENSEE, and accepted by Optimal, for LICENSEE's acquisition of the license for the Software and Documentation granted under this Agreement. **1.5 "Person"** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

**1.6 "Software"** means the software programs for which Licensee is purchasing a license, as expressly described in the preamble.

**1.7 "Term"** has the meaning set forth in Section 9.

**1.8 "Third Party"** means any Person other than Licensee or Licensor.

**1.9 "Update"** has the meaning set forth in Section 8.

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2.3 LICENSEE must not use the Software or Documentation in violation of any applicable law, regulation or rule.

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3. **AUTHORIZED USERS.** The Software may only be used by LICENSEE and its employees in accordance with the total number of user licenses acquired by LICENSEE. LICENSEE shall restrict network or any other access to the Software or Documentation by anyone outside of LICENSEE who is not authorized to use the same. Temporary employees, contractors, and consultants of LICENSEE who work on-site at a LICENSEE facility may also use the Software, so long as such temporary employees, contractors and consultants or their computers are included in the total number of licenses purchased by LICENSEE. The right



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4. **INSPECTION AND ACCEPTANCE.** Upon receipt or access, LICENSEE may inspect the Software provided under this Agreement. LICENSEE must inspect the Software and notify Optimal of any defect or nonconformity within ten (10) calendar days of LICENSEE's receipt of or access to the Software or the Software shall be deemed accepted by LICENSEE.
5. **AUDIT.** During the term of this Agreement, Optimal or its designated agent may audit LICENSEE facilities and records to verify LICENSEE's compliance with the Agreement. If the audit determines that LICENSEE's use of the Software exceeds or exceeded the use permitted by this Agreement then: (i) LICENSEE shall, within five (5) calendar days following the date of Optimal's written notification thereof, pay to Optimal the retroactive license fees for such excess use and, unless Optimal terminates this Agreement pursuant to Section 9.2, obtain and pay for a valid license to bring LICENSEE's use into compliance with this Agreement. Optimal's remedies set forth in this Section 5 are cumulative and are in addition to, and not in lieu of, all other remedies Optimal may have at law or in equity, whether under this Agreement or otherwise.
6. **RESERVATION OF RIGHTS.** LICENSEE acknowledges and agrees that the Software consists of proprietary, published and unpublished property of Optimal, protected under United States copyright law and trade secret laws, international treaties and conventions, and other national and international laws of general applicability respecting intellectual property rights. LICENSEE further acknowledges and agrees that access to the Software is provided under license, and all right, title, interest, and other intellectual property rights in and to the Software, including all copyrights, trademarks and other intellectual property rights are and shall remain with Optimal. This Agreement does not convey to LICENSEE an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement. The Software is licensed, not sold, and the use of the word "acquisition" or "purchase" with respect to licenses granted herein refers to license fees for such use. This Agreement does not grant LICENSEE any rights to trademarks or service marks of Optimal. Optimal reserves all rights not expressly granted to LICENSEE in this Agreement.
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8. **UPDATES.** Optimal may from time to time in its sole discretion develop and provide Software Updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related Documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Optimal has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Software. 9.
9. **TERM AND TERMINATION.**
  - 9.1 This Term of this Agreement shall begin on the Effective Date and continue until terminated as set forth in this Section 9.
  - 9.2 Optimal may terminate this Agreement immediately and without notice if LICENSEE violates any of the terms and conditions of this Agreement.
  - 9.3 LICENSEE may terminate this Agreement by providing Optimal thirty (30) days' prior written notice of LICENSEE's intent to terminate.
  - 9.3 Either party may terminate this Agreement if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.



9.4 Upon termination, all rights granted to LICENSEE under this Agreement will also terminate; and LICENSEE must cease all use of the Software and return all Software and Documentation, if applicable, and erase any other copies of the same in whole or in part.

9.5 Termination will not limit any of Optimal's rights or remedies at law or in equity. No expiration or termination shall affect LICENSEE's obligation to pay all fees that may have become due before such expiration or termination, or entitle LICENSEE to any refund hereunder.

**10. EXPORT RESTRICTIONS.** LICENSEE acknowledges that the Software is subject to the export control laws and regulations of the United States of America and other countries. LICENSEE agrees to comply with all applicable national and international laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States and other governments.

**11. LICENSEE'S RESPONSIBILITY FOR USE OF SOFTWARE.** LICENSEE is responsible and liable for all uses of the Software and Documentation. Specifically, and without limiting the generality of the foregoing, LICENSEE is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom LICENSEE or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

**12. DISCLAIMER OF WARRANTIES.** THE SOFTWARE IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OPTIMAL, ON ITS OWN

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**13. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OPTIMAL OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO LICENSEE'S USE OF OR INABILITY TO USE THE SOFTWARE OR THE CONTENT AND SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS

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**14. INDEMNIFICATION.**

14.1 LICENSEE shall defend, indemnify, and hold Optimal and each its officers, directors, employees, contractors, agents and representatives (collectively, the "Optimal Indemnitees"), harmless against all costs and reasonable expenses (including



reasonable attorneys' fees), damages, and liabilities arising out of or in connection with any claims related to: (i) LICENSEE's use of the Software (ii) any materials provided to Optimal by LICENSEE, its affiliates or agents, that are incorporated into the Software that infringe, misappropriate or violate any patent, copyright, trademark, or trade secret. LICENSEE shall not enter into any settlement without Optimal's express consent. In any action for which LICENSEE provides defense on behalf of Optimal, Optimal may participate in such defense at its own expense by counsel of its choice.

14.2 Optimal shall indemnify LICENSEE from and against third party claims against LICENSEE that the Software infringes or misappropriates any patent, trademark, trade secret, copyright or other proprietary right of such third party ("Infringement Claim"), provided that LICENSEE give Optimal: (a) written notice of any such claim, action or demand within ten (10) business days of LICENSEE's knowledge thereof. If any Software becomes or, in Optimal's opinion, is likely to become the subject of any infringement claim which would prevent LICENSEE's use as contemplated herein, Optimal may, at its sole discretion, (a) procure for LICENSEE the right to continue using such Software, (b) replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality, or, if (a) and (b) are not reasonably available to Optimal, then (c) request return of the Software and, upon receipt thereof, refund the unused portion of fees paid by LICENSEE. These shall be LICENSEE's sole and exclusive remedies for any Infringement Claim.

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## 15. CONFIDENTIALITY.

15.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information includes, without limitation, the Software and Documentation, information submitted by or on behalf of LICENSEE to and/or through the Software and all information clearly identified as confidential or reasonably deemed to be confidential based on the circumstances and industry practices.

15.2 A party's Confidential Information shall not include information that a receiving party establishes by written evidence (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party.

15.3 The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and thereafter. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement, or use the Confidential Information of the other party for any purpose not in accordance with this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement, and in no event, shall a party treat the Confidential Information of the other party with any less protection than it treats its own Confidential Information. Each party agrees that remedies at law may not be adequate to protect the rights of the other party under this section and that a non-breaching party may seek injunctive or other equitable relief to enforce such rights. This Agreement in and of itself shall be considered the Confidential Information of each Party and shall be subject to the obligations, terms, and conditions described herein.

15.4 The parties agree that Optimal may disclose to third parties, for Optimal's business development and marketing efforts, the fact that LICENSEE has retained or licensed certain of Optimal's services or products without violating this clause.

16. **GOVERNING LAW.** The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Maryland, exclusive of its choice of law provisions. The Uniform Commercial Code



(UCC) shall not apply to this Agreement. LICENSEE agrees to abide by the terms of any international, national, or local laws and regulations that apply to LICENSEE's use of the Software including, without limitation, laws respecting data privacy and individually identifiable information.

- 17. COMMERCIAL ITEM.** The Software and all of its components and Documentation are a "commercial item" as that term is defined at 48 C.F.R. § 2.101 consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if LICENSEE is an agency of the U.S. Government or a contractor therefore, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, LICENSEE acquires the Software with only those rights set forth herein.
- 18. DISPUTE RESOLUTION AND VENUE.** ANY CAUSE OF ACTION OR CLAIM LICENSEE MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE SHALL BE INSTITUTED EXCLUSIVELY IN THE FEDERAL COURTS OF THE UNITED STATES IN MARYLAND OR THE COURTS OF THE STATE OF MARYLAND, IN EACH CASE LOCATED IN COLLEGE PARK, MARYLAND AND PRINCE GEORGE'S COUNTY. LICENSEE WAIVES ANY AND ALL OBJECTIONS TO THE EXERCISE OF JURISDICTION OVER LICENSEE BY SUCH COURTS AND TO VENUE IN SUCH COURTS. THE PARTIES WAIVE ANY RIGHTS TO A JURY TRIAL UNDER THIS AGREEMENT.
- 19. FORCE MAJEURE.** Each Party shall be excused from performance of its obligations under this Agreement (except for any payment obligations) if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of the delayed party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances, except that if any such delay lasts longer than sixty (60) days, the non-delayed party may terminate this Agreement without penalty. Notwithstanding the foregoing, nothing in this Section shall excuse LICENSEE from making any payments owed to Optimal under this Agreement.
- 20. ASSIGNMENT.** LICENSEE shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Optimal's prior written consent, which consent Optimal may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving LICENSEE (regardless of whether LICENSEE is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Optimal's prior written consent is required. No delegation or other transfer will relieve LICENSEE of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 19 is void.
- 21. SEVERABILITY.** Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.
- 22. ORDER OF PRECEDENCE.** Any conflict between the terms of this Agreement at the Effective Date, and any applicable purchase or other terms, the terms of this Agreement shall govern.
- 23. NO WAIVER.** The failure of either LICENSEE or Optimal to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breach.
- 24. NO THIRD PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 25. ENTIRE AGREEMENT.** This Agreement, the Optimal Website Terms of Use and our Privacy Policy constitute the entire agreement between LICENSEE and Optimal with respect to the Software and Documentation and supersede all prior or



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