

Software License Agreement

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4. **Recurring Services.**

- a. The Recurring Services, as defined above, include any work or assistance provided by CEI in conjunction with your use of the Software. CEI is not obligated to perform any additional Recurring Services as part of a Software License purchase, and any additional Recurring Services that CEI agrees to provide, such as "SMS" discussed below, will incur additional costs and charges as defined in the Order Form. CEI will notify you prior to you incurring additional charges for additional Recurring Services other than the renewal of SMS per this Agreement. For clarity, additional Recurring Services may include assistance in the form of Software installation, training, technical assistance, consulting, report design help, document customization, UI/UX customization, modifications/repairs of your data, or the like. Additional Recurring Services may also include configurations of operating systems, browsers, addressing hardware problems, troubleshooting internal networks and internal connections, and/or items of peripheral equipment that are independent of the Software. In addition, additional Recurring Services may include: a) any adaptations or special configurations of the Software required by you; b) interfaces to the Software which are not explicitly agreed to prior to the start of the Full Access Term (as defined below); c) data conversions, and d) services or support for older versions of the Software. Further, the additional Recurring Services may include resolution of issues caused by you or any repair of data or databases. You understand, however, that any and all Recurring Services provided by CEI, be they paid or unpaid, will in all cases and at all times exclude engineering assistance or guidance regarding any production work you perform using the Software or for any purpose. CEI will not under any circumstances provide or assist you with Services related to engineering approvals by CEI or CEI staff or sign-offs on equipment by CEI or CEI staff. One such example of Recurring Services explicitly prohibited by this Agreement would be "stamped engineering services."
- b. If you have elected to receive, and CEI has agreed to provide, Recurring Services in the form of CEI's "Software Maintenance & License Support Service" ("SMS"), CEI will provide only the services specified in this Section for the applicable Software License for the applicable Full Access Term. In connection with your use of the Software, CEI may provide basic technical support via email. In addition, certain online support information may be found at CEI's website at <https://info.thinkcei.com/think-tank>. So long as you have paid for SMS, CEI will remedy defects in the Software by using reasonable efforts to (i) provide a bug fix, patch or workaround procedure, and/or (ii) incorporate a permanent defect correction in a future update of the Software. You acknowledge that some correction efforts may be sufficiently extensive to incur additional costs and charges. So long as you have paid for SMS, CEI will either send or make available for download, upon request and at its discretion, one copy of each update or release of the Software. You agree to submit to CEI, in writing via email, any problems you experience with the performance of the Software during the Full Access Term. CEI will evaluate each problem and determine if it is a Software defect or a usage issue. You acknowledge that phone, instant message/chat, or remote access support of any type is explicitly excluded from SMS but may be provided by CEI at additional cost. The period for which access to CEI's SMS service shall be provided shall be determined by the initial purchase terms ("SMS Term"). The initial SMS Term shall commence on the effective date of the Agreement and remain

in effect for one (1) year or through the initial Full Access Term for the Software License purchased, whichever occurs first. Thereafter, the SMS Term shall renew automatically for one (1) year periods for the length of the applicable Full Access Term, unless terminated by you as of the anniversary date of the SMS Term ("Anniversary Date") by providing Licensor not less than ninety (90) days written notice prior to the Anniversary Date, provided that: (a) you timely pay the applicable fees; (b) CEI continues to offer SMS service to its customers generally for the Software, and you remain in compliance with your obligations under this Agreement. CEI may increase its annual SMS fee (including the percentage rate it uses to calculate the SMS fee) for subsequent SMS terms. Failure to make a timely payment of any SMS fee shall not constitute a waiver by CEI of such fee, the obligation to make such payment, or a valid termination of SMS by you. CEI reserves the right to refuse to provide SMS while any accrued fees remain unpaid. CEI has no obligation to provide SMS with respect to (a) your or third-party modifications of Software or any portions of Software affected by such modifications, or (b) correction of defects attributable to you or to hardware or software not supplied by CEI. SMS does not include training of Software Licensee's personnel, installation of Software or guidance in the use of the Software or access to CEI's Learning Management System. SMS may be bundled with a Software License within this Agreement and in the Order Form for those customers with a Perpetual Software License.

5. **Term of Agreement & Payment.**

- a. **Term.** As used in this Agreement, "Instance" means one (1) execution of the Software and "Software License" means the right to use one (1) Instance of the Software (i.e., Base, Product, Module, Feature, and/or Utility), according to the terms of the Software License, during the period which commences from the date you purchase the License(s) and ends on the expiration date agreed upon by you and CEI ("Full Access Term"). In the case of a hosted deployment of the Software one (1) "User Account" will be created to allow access to an Instance of the Software via the Software License. Each User Account will be assigned to a Designated User, as defined below, who will be provided with Log-in Credentials, which may include a username and password, usable to authenticate the Designated User for access of the Software. Each User Account can be used only by the Designated User that is assigned to that User Account. Should you need to re-assign a User Account to another individual in your organization, contact us so that we can make such re-assignment. Re-assignments of User Accounts may incur additional costs and charges. Unless otherwise specified in writing by CEI at the time of purchase all SMS services and Full Access Terms (and the Software License(s) associated with them) will default to one (1) year. Unless either provides written notice of termination to the other party at least ninety (90) days prior to the end of a current Full Access Term, your Software License(s) and the corresponding latest Software License Agreement(s) shall automatically renew for a subsequent Full Access Term of one (1) year. If a timely notice of termination is not provided, as described above, you will be charged for the Software License(s) and SMS for the subsequent Full Access Term in accordance with CEI's then-current policies, prices, and/or rates. CEI will attempt to update your License Key automatically via the Internet. In rare cases, the update may fail, and you must contact us for assistance so that we can manually update the License Key. Upon the end of a Full Access Term, if your Software License has not been renewed, access to any and all SMS will cease, and the Software will be inaccessible or limited in capability per CEI's current "Limited Access" Terms as determined by the provisions of the Software License type purchased (Perpetual vs Subscription, see below). "Subscription Software Licenses" will retain no access to capabilities following the Full Access Term, while "Perpetual Software Licenses" will retain limited access. Limited Access may include downgrades from previous capability to single local system installation accessibility without virtualization or remote access capability and/or limitation in the ability to access and/or output specific types of data created utilizing the Software and/or limitation in

the ability to utilize specific advanced capabilities as determined by CEI. Limited Access capabilities are determined at CEI's sole discretion and may change at any time due to the potential for changes in the Recognized and Generally Accepted Good Engineering Practices (RAGAGEP) landscape over time to assure clarity, safety and compliance.

- b. **Payment.** Invoicing will take place in advance of the start of an initial Full Access Term or a subsequent Full Access Term; however, any failure to invoice prior to the start of a Full Access Term will not impact the ability of CEI to invoice in arrears. All payments are due in U.S. Dollars to CEI thirty (30) days prior to the date the initial Full Access Term or the subsequent Full Access Term begins. If CEI elects to provide payment terms the receipt of payment must still be thirty (30) days prior to the date the initial Full Access Term or the subsequent Full Access Term begins. You may pay by check, ACH transfer, wire, or credit card (all credit card or check payments will include a minimum service processing fee of ten percent (10%)). The Software License(s) cost for a subsequent Full Access Term will increase from the cost of the then-current Full Access Term by no less than twice the percentage increase (rounded to two (2) decimal places), if any, from the greater of (i) the United States Consumer Price Index published for the month which is two (2) months prior to the commencement of the then-current Full Access Term, and (ii) the United States Consumer Price Index published for the month which is two (2) months prior to the commencement of the subsequent Full Access Term. Any duplicate payments will be automatically applied to extend the existing Full Access Term.

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7. **Operation.**

- a. **Designated User.** A Designated User(s) is any person(s) that you explicitly register with us (as provided below) and that is in your employ (i.e., an employee), such that a Designated User(s) is someone actively working for you and their work with the Software is fully directed and authorized by you for your efforts only. In the case of a hosted deployment a User Account will be associated with a given Designated User. If you require a Software License for use by anyone not in your employ (e.g., consultants, contractors, and sub-contractors within your organization), you must contact CEI for written authorization. Use of Software Licenses by such consultants, contractors, and/or sub-contractors may be permitted at CEI's sole discretion, such that the consultants,

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- e. **Named User Licenses.** A Named User License is a Locally accessible Software License purchased for use only by a single Designated User, as defined above. For Named User Licenses, a separate Software License is required for each Designated User that requires use of a particular Capability Alignment Mechanism. For each Software License, the Software may only be installed on a single computer or machine within your organization (i.e., on Designated Computers at Designated Locations, as defined above), and each Instance of a Capability Alignment Mechanism may only be used by the Designated User previously registered with us in associated with the Software License. You must provide the information identifying each Designated User to CEI so that CEI can associate the appropriate Software License with the Designated User. Alteration of a Software License to be associated with a different Designated User can only be made by CEI and at CEI's discretion. Any such alteration may result in additional costs and charges. Sharing of data between multiple Named User Licensees may incur additional costs and charges.
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- g. **Designated Usage** Use of the Software may be restricted in various manners related to volume of data, types of data, types of analyses, use cases or usage scenarios as specified in this Agreement. For removal of any doubt any such restrictions will commonly be specified in the Order Form but if not stated there this Agreement shall limit the creation, modification or viewing of the Software to one hundred (100) Work Data (defined below) "Entities" (defined as a single fabrication document [such as a WPS, PQR or WPQ], a single craftworker [such as a Welder, Brazer or Pipefitter], a single pressure equipment design [such as a pipe spool, pressure vessel or tank], or a single analysis of a pressure equipment element [such as the running of a single Finite Element Analysis on a nozzle to shell juncture]) within the Full Access Term. These limitations may also apply to operation of the Software such that access is restricted to "Data Sources" (Databases, Flat Files, etc.) containing greater than the Licensed quantity of Entities. Specific types of capabilities may also be Licensed on a "Per Execution" basis such that these capabilities are restricted and require pre-payment for a pool of available executions that is decremented from on execution. For removal of any doubt any Per Execution quantities will commonly be specified in the Order Form but if not stated there this Agreement shall limit the Software to a maximum of one (1) such execution per Full Access Term.
- h. **Cloud Access.** In view of the above, the Software when deployed in a hosted manner by CEI may be accessed and used by the Designated User assigned to a User Account pursuant to a valid Software License. Furthermore, the Software may only be accessed on Designated Computers located in Designated Locations, but CEI may provide exceptions to these terms allowing use by a Designated User on any number of unspecified devices for additional costs and charges at CEI's sole discretion. The total number of User Accounts may not exceed the number of User Accounts specified in the applicable License purchased for the Software. In some cases, you may purchase a Software License for each User Account. In such cases, a separate Software License is required for each additional User Account that exceeds your number of purchased Software Licenses for the Software. In other cases, you may purchase individual Software Licenses that each covers multiple User Accounts. In any case, you may not have more User Accounts than are specified in your purchased Software License(s). Furthermore, your Software License(s) will specify the particular cloud-based Capabilities (e.g., Capability Alignment Mechanism) of the Software that each User Account is authorized to access and use.

8. Updates, Additional Capability Alignment Mechanisms, & Planned Maintenance. During the Full Access Term, CEI may provide you with one or more copies of new versions of the Software or

may update the hosted Software through periodic updates or other means ("Updates"). Your Software License to a particular Capability Alignment Mechanism entitles you to certain, key Updates to that particular Capability Alignment Mechanism during the Full Access Term of your current Software License. Upon the release of an Update, all previous versions of that Capability Alignment Mechanism are immediately considered unsupported, outdated and invalid and CEI may not support them. However, access to electronic documents, spreadsheets, images, and other artifacts produced by a previous version of the Software may remain accessible if exported out of the Software's Data Sources to your hardware prior to updating to the new version. Installations of new versions may disable or remove previous versions of a given Software or previous Software Licenses subsumed by this Agreement. All data should be backed up to your hardware prior to installation of a new version. Should previous versions of the software remain you should not use any of the earlier versions or copies of the Software on another system or network, nor may those copies be loaned, rented, leased or transferred to any other party. In addition, CEI may occasionally release additional Capability Alignment Mechanism(s) that work in conjunction with existing Capability Alignment Mechanism(s) to which you are currently subscribed. In such cases, you may be permitted to purchase Licenses to the additional Capability Alignment Mechanism on a pro-rated basis, such that the Full Access Term of the additional Capability Alignment Mechanism(s) will end on the same expiration date as the Full Access Term of your current Software License. Regardless, in the case of hosted versions such updates and additional modules may be added to the Software as part of periodic Planned Maintenances. During such Planned Maintenances, CEI may also perform other technical updates and modifications, such as platform updates, system reboots, database back-ups, service reconfiguration or enhancements, security upgrades, or other routine maintenance. In some instances, access to the Software may be temporarily unavailable during such Planned Maintenances. CEI will, however, strive to minimize any such Service unavailabilities and will attempt to schedule such Planned Maintenances during off-peak hours. Additionally, CEI will attempt to inform you, via the Electronic Communications of Section 18 below, prior to any Planned Maintenance that will cause the Software to be unavailable for a prolonged period of time.

9. Security Features. The Software contains technological security features designed to prevent unlicensed or illegal use of the Software ("Security Features"). The Security Features are able to detect unauthorized installations or use of the Software, prevent the modification of output, limit the inclusion of unauthorized elements (for example, company identification such as company name & company address) from output, and secure the authorized use of the Software. Information and data relating to such unauthorized installations or use of the Software may be transmitted to (or otherwise collected by) CEI. Multi-factor and other authentication methods may be employed as part of the Security Features in the Software. You agree that CEI may use such Security Features, and you agree that CEI may update or modify such Security Features from time to time. Any attempt to circumvent the Security Features, regardless of outcome, on any CEI Software or any third-party software that CEI uses or provides to you in connection with the Software may result in the immediate revocation of your Software License to use the Software and CEI's suspension of all technical and logistical support by CEI, at CEI's sole discretion. In such case, CEI shall have no further liability to you, including but not limited to, the return or refund of any fees paid by you under the applicable Software License Agreement.

10. License Restrictions. You may not directly or indirectly: (1) re-distribute, sell, rent, loan, resell or otherwise transfer the Software or any rights in or to the Software to any other person or entity; (2) use the Software in any manner other than its intended manner or for the benefit of any third parties, including by making the Software available on an application service provider, outsourcing or service bureau basis, or on any peer-to-peer or file-sharing service or network, and you agree to indemnify, defend and hold harmless CEI against any losses, liabilities, claims, settlements, costs or expenses, including reasonable legal fees and enforcement costs, arising out of or relating to any such use or access; (3) remove any proprietary or Licensee related notice, identification, labels or marks on or in Software; or (4) disable or circumvent any Security Feature, access control or related device, process or procedure established with respect to the Software. You are responsible for all use of the Software and for compliance with this Agreement and any breach by you or any user of the Software provided to you shall be your responsibility. CEI reserves

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12. **Remote Access.** In order to support the Software, CEI may require that system information relating to your systems, e.g., computers, servers, or networks, on which the Software and/or License Key are installed ("System Data"), be sent to CEI through electronic means or may require you to allow CEI remote access to the systems on which the Software and/or License Key are installed. System Data accessed by CEI may also include information related to Software License and Security Feature compliance, as well as usage information related to your use of the Software on your systems. System Data May include or retain Personal Data, as defined below in Section 22. You hereby agree that CEI may monitor your System Data through remote access.

13. **Beta Programs and Beta Software.** No Software or information provided as part of a Software demonstration, Software testing or beta program (collectively "Beta Program" and "Beta Software") or produced by any Beta Software may be utilized for production purposes or shared with any third party. The terms and conditions of this Agreement apply to your use of all Beta Software. CEI may monitor usage of such Beta Software and utilize the gathered information at its own discretion.

14. **Application Programming Interfaces.** Certain portions or features of the Software may require use of application programming interfaces ("APIs"). Any API related Recurring Services, such as modifications of APIs to ensure continued functionality and compatibility, may incur additional costs and charges. These modifications may include: (a) adjustments of the API as a result of a new version of or changes to the Software; (b) correction of errors in the API unique to your implementation; (c) changes to the API because of server replacement for the Software or server replacement for the product(s) to which the API is connected and (d) creation and maintenance of testing protocols to ensure continued functionality of the API connected resources. Furthermore, any changes to software or other systems that the API is connected to by you may result in additional costs and charges. This also applies if the data provided by the software linked to the API changes in any way. CEI must be notified no less than one-hundred and eighty (180) days before upgrades and changes that affect or may affect the API are due to take place, however CEI will not in any case be required to provide any services due to such upgrades or changes.

15. **Limited Warranty/Replacement of Defective Media.** CEI warrants that the hardware and/or media (if any) on which the License Key and Software are provided will be free from defects in materials and workmanship under normal use for a period of thirty (30) days after you first acquire your valid copy of the Software. If you only received the Software through an electronic download, CEI's warranty is that the file containing the Software, properly downloaded, will be executable

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16. Disclaimer of Warranties. OTHER THAN THOSE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE AND ANY RECURRING SERVICES ARE PROVIDED "AS IS" OR "AS AVAILABLE," AND CEI MAKES NO WARRANTIES OF ANY KIND. WITHOUT LIMITING THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY IMPLIED WARRANTIES SUCH AS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM YOUR ACQUISITION AND USE OF THE SOFTWARE, UPDATES, OR ANY RECURRING SERVICES. CEI DOES NOT WARRANT OR PROMISE THAT THE SOFTWARE OR UPDATES ARE FREE FROM BUGS OR ERRORS; NOR DOES CEI MAKE ANY OTHER PROMISES ABOUT THE PERFORMANCE, ACCURACY, OR RELIABILITY OF THE SOFTWARE OR ANY RECURRING SERVICES OR THEIR ABILITY TO MEET YOUR REQUIREMENTS. WHILE CEI IS PROVIDING THE SOFTWARE AS A TIME SAVING TOOL FOR QUALIFIED PROFESSIONALS, THE SOFTWARE DOES NOT REPLACE A QUALIFIED PROFESSIONAL. CEI DOES NOT WARRANT ANY PARTICULAR RESULTS THAT YOU MAY OBTAIN IN USING THE SOFTWARE, SOFTWARE EXTENSIONS OR ANY RECURRING SERVICES. YOU WILL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE USE OF AND DECISIONS MADE FROM DATA, INFORMATION OR RESULTS OBTAINED FROM USE OF THE SOFTWARE, SOFTWARE EXTENSIONS, ANY RECURRING SERVICES, AND ANY LOSSES RESULTING THEREFROM.

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You agree that CEI and its licensors, subsidiaries and affiliates will not at any time have any additional liability for any claim, cause of action or injury that you or any other person may have as a result of: (1) your use of, or inability to use, the Software, Updates or any Recurring Services; (2) connection or toll charges for using the Software, Updates, or any Recurring Services or obtaining Updates for the Software, Updates, or any Recurring Services; or (3) any fees, costs or expenses arising out of troubleshooting or technical support for the Software, Updates, or any Recurring Services.

You agree that the essential purposes of this Agreement can be fulfilled even with these limitations on liabilities. You acknowledge that CEI will not be able to offer the Software on an economical basis without these limitations.

18. Consent to Electronic Communications. You consent to CEI providing you in electronic form any information or notices, including invoices, that CEI may be required to send to you or that may pertain to the Software, Updates, any Recurring Services, or the use of information you may submit in connection with the Software or any Recurring Services (collectively "Information"). CEI may provide Information to you: (1) via e-mail at the e-mail address(es) you designated to CEI (if any); (2) by access to the CEI website that will generally be designated in advance for such purpose or designated in an e-mail notice to you; or (3) in the course of your use of the Software, Updates or any Recurring Services including, without limitation, via a screen or page within the Software or via a link from within the Software to a web page or other resource containing the Information. You are responsible to ensure that all registered contacts, users, and email addresses are up to date and correct at all times. For Information sent to you via email messages, such messages will be regarded as received and acknowledged once sent by CEI. In order to use the Software and receive Information electronically as described above, your computer (and its connectivity) must meet or exceed the current system requirements for the Software. Contact CEI for any questions about the current system requirements.

19. System Requirements. In order to use the Software and receive Information electronically as described above, your computer (and its connectivity) must meet or exceed the current system requirements for the Software. Contact CEI for any questions about the current system requirements.

20. Security. You agree to take reasonable security precautions to protect your License Key, any Log-in Credentials provided to you by CEI and your use of the Software. You will notify CEI immediately of any unauthorized use of your License Key or the Software or any other security breach of which you are aware. It is your sole responsibility to keep the account numbers, ID/usernames, passwords Log-in Credentials, and other sensitive information regarding your computers confidential. You understand and agree that you are solely responsible for all computer password, data, file and network security, including but not limited to, an active firewall on your computer and/or network connection, anti-virus software, anti-spyware software, and user verification software, necessary to secure and protect any proprietary or confidential information that you provide, store, submit, transmit or disclose directly or indirectly with your use of the Software.

21. Indemnification. You agree to indemnify, defend, and hold harmless CEI and its successors, assigns, officers, directors, representatives, employees and agents from and against any claim, suit, loss, liability, penalty or damages (including incidental and consequential damages), costs and expenses (including reasonable legal fees and expenses), arising out of or in connection with any use of the Software or Recurring Services or your breach of this Agreement.

22. Customer Data. "Customer Data" means all electronic data, content, and information submitted to CEI or obtained by us in relation to your use of the Software. Customer Data may include System Data, Work Data, and Personal Data. As described in Section 12, System Data includes system information relating to your computers, servers, or networks on which the Software and/or License Key are installed. "Work Data" may generally include information that you use or create in relation to your use of the Software, including procedure specifications, qualification records, design information, reports, etc. Work Data may include or retain Personal Data, as defined below. "Personal Data" means any personally identifying information (e.g., name, mailing address, email address, photographs, etc.) relating to persons using the Software, including employees, consultants, contractors, and sub-contractors. Customer Data may be collected and used by CEI, as described in this Agreement. For example, CEI may use your Customer Data to improve CEI Software and Recurring Services, as well as to recommend additional products and

services specifically targeted to you. During the Full Access Term, Customer Data may be stored by us or by a third-party cloud platform, such as Microsoft Azure™, Box.com™, DropBox.com™ or others. We use reasonable efforts to follow generally accepted industry standards to protect the Customer Data submitted to us. In addition, third-party cloud platforms may provide their own data security features. However, you understand, and hereby agree, that no method of electronic storage is 100% secure. Therefore, while we use reasonable efforts to use commercially acceptable means to protect your Customer Data, we cannot guarantee its absolute security. Under no circumstances will we be responsible or liable for any loss or damages caused by a third party's unauthorized access to or use of your Customer Data. If you have any specific questions about the data security we use for the Software or Recurring Services, please contact us directly.

- a. **System Data.** As provided in Section 12, System Data may be obtained by CEI through remote access of your systems. System Data may also be collected whenever your systems are connected to CEI systems during your use of the Software (e.g., via API, Internet connection, etc.). You hereby understand and agree that any System Data obtained by CEI may be used for analytics and data analysis, such as to generate usage reports and analyses and to generally improve CEI's Software and Recurring Services. Your System Data may also be used by CEI to generate targeted recommendations or improvements for you related to the Software and Recurring Services and/or to your use of the Software and Recurring Services.
- b. **Work Data.** Your Work Data will not be shared with third parties, unless explicitly authorized by you. However, we may analyze, or otherwise use, your Work Data to generate targeted recommendations or improvements for you related to the Software and Recurring Services and/or to your use of the Software and Recurring Services. Other usage of your Work Data by CEI, such as for more generalized improvements of CEI Software and Recurring Services, or to generate recommendations or improvements to CEI's other customers, may be performed by CEI after anonymization and/or conglomeratization of your Work Data. Your Work Data will be made accessible to you during the Full Access Term. Should you require CEI restore any of your Work Data, you must promptly submit a request to CEI. CEI will have the sole discretion as to whether to grant your request, and any agreed to restoration of your Work Data may incur additional costs and charges. You should make all efforts to remove and/or make copies of your Work Data before the end of your Full Access Term should you choose not to renew your Software License. Upon the expiration of your Software License, and for a period of 90 days thereafter ("90-day Post-termination Period"), CEI will use reasonable efforts to ensure that your Work Data is available for retrieval by CEI, such that the Work Data may be provided to you by CEI in a text-based SQL Server backup file, such as a .pdf or .bak file. However, CEI will not guarantee that your Work Data will be retrievable during the 90-day Post-termination Period. After the 90-day Post-termination Period ends, your Work Data may be permanently deleted.
- c. **Personal Data.** Personal Data may be collected when you voluntarily provide such information to CEI, such as by registering a Designated User with us. You warrant that all appropriate mechanisms are in place to obtain necessary disclosures and consents from any person accessing the Software, entering Personal Data into the Software, or having their Personal Data entered into the Software, and that you have obtained all necessary disclosures and consents from any person accessing the Software, entering Personal Data into the Software, or having their Personal Data entered into the Software. You must also ensure that you comply with the Data Protection Legislation in respect of any Personal Data that you share with us, or that we share with you. We will process any Personal Data that you provide to us as an independent Controller (as defined in the Data Protection Legislation) in accordance with our privacy policy found at <https://www.thinkcei.com/privacy-policy>. Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations

2003 (SI 2003 No. 2426) as amended, replaced or supplemented.

23. Export Restriction. You agree to comply with all applicable laws, ordinances and regulations relating to the import, export and re-export of prescribed commodities, software, information and technology, including but not limited to (a) sanctions and restrictive measures restricting the countries and parties with whom you may have commercial dealings and the nature of those dealings, and (b) controls under dual-use export controls or defense trade controls, (c) import/export/customs authorizations and formalities.

You represent and warrant that the Software will not be used for any purpose associated with chemical, biological or nuclear weapons; unsafeguarded nuclear activities, nuclear fuel cycle activities or missiles; rocket systems or unmanned vehicles; nor will they be transferred and/or resold if you know or suspect that they are intended or likely to be used for such a purpose.

You represent and warrant that neither you, nor any person or entity owning or controlling you, is an entity and/or person on the US and EU or other applicable sanctioned, denied party, specially designated national or restricted party lists such that the subject transaction or transactions would be prohibited or require a license under any applicable Canadian, US, UK or EU law.

The representations and warranties in this section shall be deemed to be continuing in effect throughout the term of the Agreement. You agree to promptly advise CEI of any change in circumstances which may affect the continuing validity of the representations and warranties.

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25. Value Added Reseller. CEI may use Value Added Resellers (VARs) to distribute the Software and/or to sell Software Licenses. If you obtain the Software and/or purchase Software Licenses through one of CEI's VARs, you understand and agree that the Software is provided under the Software License defined in Section 1 of this Agreement and that you agree to bound by the terms of this Agreement, including Sections 15-17, 21, 23 and 24.

26. Termination. Without prejudice to any other rights, CEI may immediately terminate this Agreement if you materially breach your obligations under this Agreement and fail to correct such breach within 30 days of written notice from CEI. Termination of this Agreement shall terminate all Software Licenses hereunder. Upon expiration or termination of a Software License, your right to use the software licensed hereunder shall end, and you shall (i) immediately pay all outstanding invoices, fees or charges arising in connection with such Software License, (ii) within five (5) days after termination or expiration of the Software License, return or destroy (at CEI's election) all Software and all copies thereof and erase all Software from the memory of your computer(s) and storage devices or render it non-readable; (iii) certify in writing that you have satisfied such obligations and (iv) allow CEI access to all Designated Computers to verify compliance.

27. Survival. All provisions of this Agreement which must survive in order to give effect to its meaning will survive termination or expiration of this Agreement, including Sections 11, 15-17, and 21.

28. Remote Desktop Application(s). A Remote Desktop Application may be required for you to access and/or use the Software when deployed as a hosted or cloud solution by CEI. Preferred Remote Desktop Applications include Microsoft Remote Desktop™ and Windows 11™, which may be downloaded on your computing device and configured to access the Software.

29. Other

(A) Governing Law; Forum. This Agreement shall be governed by the laws of Missouri, without regard to choice of law or conflicts of law provisions, provided however, with respect to transactions hereunder with Finglow Limited, this Agreement shall be governed by the laws of England, without regard to choice of law or conflicts of law provisions. The parties exclude application to the Agreement of the United Nations Convention on Contracts for the International Sale of Goods. You agree that the exclusive jurisdiction of any dispute arising out of, or relating to, this Agreement or any dispute arising out of, or relating to, this Agreement, the Software, Software Extensions or Recurring Services provided in connection therewith shall be brought in the courts located in the county of Jackson, State of Missouri.

(B) Conflict or Inconsistency. This Agreement between the parties supersedes all previous communications, representations or agreements, either oral or written, between them. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any purchase order, quote, invoice, RFQ, RFP, or other document, written or electronic communication or verbal statement relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail. Furthermore, as noted above, in the event of any conflict or inconsistency between any provision of the Order Form and any provision of the Software License Agreement, the Software License Agreement terms and conditions shall prevail. CEI expressly rejects any terms in any purchase order or other communications from you that are additional to, or different from, those set forth in this Agreement, even if such purchase order or communication is counter-signed by CEI. All communications in relation to this Agreement shall be kept confidential by licensee and not shared with any 3rd party. Usage of the Software as authorized by this Software License Agreement by any entity deemed a competitor to CEI is expressly forbidden. Contact CEI for a list of current competitors.

(A) Amendments. CEI may modify or amend this Agreement from time to time. Any such modification or amendments shall apply to you upon issuance. Purchase orders or other transaction communications from you that are counter-signed by CEI shall not be deemed to be amendments of this Agreement.

(C) Waiver. No waiver of any provision or condition herein shall be valid unless in writing and signed by an authorized representative of CEI. CEI's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

(D) Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

(E) Notices. Except as otherwise indicated, any notices under this Agreement to CEI must be personally delivered or sent by nationally recognized overnight courier, certified or registered mail, return receipt requested, or by United States Postal Service express mail, to such address as specified by CEI in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery.

(F) Miscellaneous. This Agreement shall inure to the benefit of CEI, its affiliates, subsidiaries and successors and assigns. Any and all references in this Agreement to CEI and its respective affiliates

and subsidiaries shall, where the context so permits, include CEI's respective parent companies, subsidiaries, affiliates, directors, officers, employees, contractors and agents. The headings contained herein are for the convenience of the parties only and shall not be used to interpret or construe any of the terms of this Agreement. This Agreement may be executed in any number of multiple counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Each such counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, PDF, or other electronic signature (including DocuSign and Adobe Sign) shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) and shall be deemed an original signature for all purposes under this Agreement. Electronic transmission of any signed original document or retransmission of any signed electronic transmission will be deemed the same as delivery of an original.

(G) Third Party Beneficiaries; Assignment. This Agreement is solely between you and CEI and its respective licensors, suppliers, affiliates or subsidiaries shall be deemed to be third party beneficiaries of this Agreement solely to the extent necessary for them to enforce any protections afforded them by this Agreement. All rights and benefits of this Agreement from CEI are intended solely for original licensee of the Software License. You may not assign, delegate or otherwise transfer this Agreement or any of your rights under this Agreement. Subject to the foregoing, a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act. Acquisition or transfer of ownership of original licensee shall permit CEI the exclusive right to modify or terminate this agreement at CEI's sole discretion. CEI will use reasonable efforts to notify you of an assignment of this Agreement. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

(H) Force Majeure. Except for your obligation to make payments in accordance with the Agreement, CEI's failure to perform its obligations thereunder, in whole or in part, shall not be deemed a breach of the Agreement if such failure is due to flood, fire, earthquake and other accidents, strike, war and regional conflicts, civil unrest, terrorist action, any laws and regulations or other acts of governmental authorities, acts of nature, epidemic or pandemic, or other causes beyond the reasonable control of CEI when claiming force majeure. In the event that such force majeure lasts for more than ninety (90) days, CEI shall have the right to terminate this Agreement by providing written notice thereof to the licensee. CEI shall not be liable for such termination, and licensee shall pay CEI for all actually provided services.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Computer Engineering, Inc.
Phone: (816) 228-2976
Email: info@thinkcei.com

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