



Interworx End User License Agreement (EULA)

This End User License Agreement, including the Order Form which by this reference is incorporated herein (this "Agreement"), is a binding agreement between InterWorx, LLC ("Licensor") and the person or entity identified on the Order Form as the licensee of the Software ("Licensee").

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY, OR OTHERWISE ACCESSING OR USING THE SOFTWARE AND DOCUMENTATION, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT, UNDERSTANDS THE AGREEMENT, AND THAT LICENSEE ACCEPTS AND AGREES TO BE BOUND BY ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT THE SOFTWARE OR DOCUMENTATION.

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

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

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

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

"**License Fees**" means the license fees, including all taxes thereon and set forth in the Order Form, required to be paid by Licensee for the license granted under this Agreement.

"**Licensor**" has the meaning set forth in the preamble.

"**Order Form**" means the order form filled out and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee's purchase of the license for the Software granted under this Agreement.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**Software**" means the software programs for which Licensee is purchasing a license, as expressly set forth in the Order Form.

"**Term**" has the meaning set forth in Section 11.

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

2. **License Grant and Scope.** Subject to and conditioned upon Licensee's payment of the License Fees and Licensee's strict compliance with all terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, limited license during the Term to use the Software and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this Agreement. This license grants Licensee the right to download and install in accordance with the Documentation one (1) copy of the Software on a single virtual device owned, leased, or otherwise controlled by Licensee, at a single time. If Licensee has multiple license keys for the Software, Licensee may install and use the Software only in accordance with the number of license keys Licensee has obtained.

3. **Third-Party Materials.** The Software may include software, content, data, or other materials, including related documentation, that are owned by Persons other than Licensor and that are provided to Licensee on licensee terms that are in addition to and/or different from those contained in this Agreement ("Third-Party Licenses"). Licensee is bound by and shall comply with all Third-Party Licenses. Any breach by Licensee of any Third-Party License is also a breach of this Agreement.

4. **Use Restrictions.** Licensee shall not directly or indirectly:

- (a) use (including make any copies of) the Software or Documentation beyond the scope of the license granted under Section 2;
- (b) unless expressly authorized by Licensor, modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
- (c) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

- (e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;
 - (f) copy the Software or Documentation, in whole or in part;
 - (g) use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems;
 - (h) use the Software or Documentation in violation of any law, regulation, or rule; or
 - (i) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.
5. **Responsibility for Use of Software; Indemnification.** Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. 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 any other Person to whom Licensee 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. Further, Licensee shall indemnify and hold harmless Licensor, its officers, directors, agents, and employees from and against any and all demands, causes of action, losses, damages, fines, penalties, and claims, and all related costs and expenses (including reasonable attorneys' fees) (collectively referred to as "Losses") arising out of the use of the Software in a manner inconsistent with the terms of this Agreement.
6. **Audit and Compliance Measures.** During the Term and for three (3) years after the termination or expiration of this Agreement, Licensor may, upon written notice, audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement. The Licensee shall fully cooperate with Licensor's personnel conducting such audits and provide all access requested by the Licensor to systems, equipment, and information, including machine IDs, serial numbers, and related information. If the audit determines that the Licensee's use of the Software exceeds or exceeded the use permitted by this Agreement then, in addition to any other rights and remedies Licensor may have, Licensee shall promptly pay to Licensor any underpayments in addition to the cost of the audit.
7. **Maintenance and Support.** Licensee acknowledges that Licensor has no obligation to provide maintenance and support services, however, Licensor may provide patches, updates, upgrades, enhancements, modifications, or additions to the Software only if made publicly available by Licensor and if Licensee is not in breach of this Agreement. In addition, Licensor may provide such maintenance and support services separately as set forth in Licensee's Order Form and subject to the terms of this Agreement. Licensee acknowledges that Maintenance and support services do not include any new version or new release of the Software that Licensor may issue as a separate or new product, and Licensor may determine whether any issuance qualifies as a new version, new release, or update in its sole discretion.
8. **Collection and Use of Information.**
- (a) Licensee acknowledges that Licensor may, directly or indirectly through the services of Third Parties, and in accordance with Licensor's Privacy Policy found at <https://www.interworx.com/company/privacy-policy/>, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, through:
 - i. the provision of maintenance and support services; and
 - ii. audit and compliance measures as described in Section 6.
 - (b) Licensee agrees that the Licensor may use such information for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to:
 - i. improving the performance of the Software or developing updates, upgrades, enhancements, modifications, or additions to the Software; and
 - ii. verifying Licensee's compliance with the terms of this Agreement and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Software.
9. **Intellectual Property Rights.** Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Licensor reserves and shall retain its entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Agreement. Licensee shall safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor in any legal action taken by Licensor to enforce its Intellectual Property Rights.

10. **Payment.** All License Fees and maintenance and support fees are payable in advance in the manner set forth in the Order Form and are non-refundable. In addition, should Licensee's use of the Software incur additional taxes or duties, whether national, local or otherwise and not otherwise reflected in the Order Form, Licensee shall reimburse Licensor for the amount of any such taxes or duties paid by Licensor and Licensee agrees that Licensor may charge any such reimbursable taxes to the payment instrument used by Licensee for payment under this Agreement. Any renewal of the license or maintenance and support services hereunder shall not be effective until the fees for such renewal have been paid in full. Unless otherwise provided in the Order Form, License sales are final and payment for License Fees is not refundable.
11. **Term and Termination.** This Agreement and the license granted hereunder shall remain in effect for the Term set forth on the Order Form. Licensor may terminate this Agreement, effective upon written notice to Licensee, if Licensee breaches this Agreement, or if Licensee ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization. Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay all License Fees and maintenance and support fees, if applicable, that may have become due before such expiration or termination, or entitle Licensee to any refund.
12. **Limited Warranty, Exclusive Remedy, and Disclaimer.**
- (a) Licensor warrants that, for a period of ninety (90) days following the purchase date set forth on the Order Form, the Software will, when installed properly and in accordance with the terms of this Agreement, perform substantially in accordance with the Documentation. Licensor's sole liability and Licensee's sole and exclusive remedy for failure of this limited warranty is repair or replacement (with the warranty continuing to run from the initial date on the Order Form) of the Software or a refund of the License Fees. THE FOREGOING WARRANTY DOES NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL WARRANTIES, TO ANY THIRD-PARTY MATERIALS.
 - (b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
13. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:
- (a) IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - (b) IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR UP TO SIX (6) MONTHS OF THE SPECIFIC SERVICES THAT IS THE SUBJECT OF THE CLAIM.
 - (c) THE LIMITATIONS SET FORTH IN SECTION 13(a) AND SECTION 13(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
14. **Export Regulation.** The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-

export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.

15. **US Government Rights.** The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.
16. **Miscellaneous.**
- (a) This Agreement shall be governed by and interpreted according to the laws of the State of Michigan (without regard to its conflict of law principles), and each party hereby consents to the exclusive jurisdiction of the state or federal courts in the State of Michigan to adjudicate any dispute arising under or in connection with this Agreement. Any such dispute shall be brought before the courts with jurisdiction over Oakland County, Michigan. Licensor and Licensee hereby waive any objection based on inconvenient forum.
 - (b) Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.
 - (c) All notices, claims, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile, or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 16(c)).
 - (d) This Agreement, together with the Order Form, and all other documents attached hereto or that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
 - (e) 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 without Licensor's prior written consent. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
 - (f) 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.
 - (g) Licensor may update, modify, or amend this Agreement at any time and such update shall be reflected on Licensor's website. Licensee's continued use of the Software following any change to the Agreement constitutes acceptance of the Agreement.
 - (h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.