

ADEMERO END-USER LICENSE AGREEMENT
(Perpetual License)

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- 1.2 **“Confidential Information”** means nonpublic information disclosed, either orally or in writing, by Us, Our partners, or Our respective employees, contractors or agents, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to the terms and conditions of this Agreement, the Licensee’s Data, the Parties’ or their affiliates’ technology, Software, source code, trade secrets, customers, and other business affairs; (b) third-party information that We are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between Us or Our affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or any breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known to You at the time of Your receipt from the Service Provider; (iii) can be shown by documentation to have been known to the non-disclosing party at the time of the non-disclosing party’s receipt by the disclosing party; (iv) can be shown by documentation to have been independently developed by the disclosing party without reference to or reliance on the Confidential Information; or (v) is required to be disclosed by law or a governmental body or court.
- 1.3 **“Development Time”** means the time to create custom features to the Software provided to the Licensee by the Licensor.
- 1.4 **“Due Date”** means the date on which the Licensee’s payment must be received.
- 1.5 **“Effective Date”** means the beginning date of this Agreement indicated on the Service Provider’s invoice, which is provided to the Licensee.

- 1.6 **“Engineering Time”** means the time it takes to implement the Software for the Licensee.
- 1.7 **“Hardware”** means machines and other physical components of a Computer.
- 1.8 **“The Licensee”** or **“You”** means the individual or entity that has purchased a perpetual license in the Licensor’s Software.
- 1.9 **“Licensee’s Data”** means any data, information, or material the Licensee provides or submits to the Licensor.
- 1.10 **“Licensor”** means Ademero, Inc. and its affiliates.
- 1.11 **“Parties”** means both the Licensor and the Licensee.
- 1.12 **“Professional Service”** means any customization or configuration that deviates from the standard Software interface.
- 1.13 **“Purchase Date”** means the date the Licensee pays for the Software.
- 1.14 **“Server”** means a computer that manages access to a centralized resource or service in a network.
- 1.15 **“Software”** means Ademero Software product purchased by the Licensee, as listed on the invoice provided to the Licensee, including accompanying computer software, associated media, printed materials and any online or electronic documentations, add-ons, extensions, libraries, fixes, plug-ins and other related materials and to any and all copies, updates, modifications, functionally-equivalent derivatives or any parts or portions thereof.
- 1.16 **“Upgrades”** means minor Software changes, such as the functionality changes, patches, bug fixes, and other modifications, provided by the Service Provider to improve the performance of the Software and related services.

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3. Grant of License

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- D. The Licensee's rights under this EULA are worldwide, non-exclusive, and non-transferable;
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8. Term; Effective Date

Unless stated otherwise, this Agreement shall become effective on the Effective Date and remain effective forever unless the license terminates.

9. Price and Payment

The Licensee must pay the license fee agreed upon by the Parties by the Due Date indicated in the applicable invoice sent to the Licensee by the Licensor.

10. Termination

This License shall remain in force so long as, and to the extent that, the Licensee pays the Licensor the price agreed upon by the Parties and the Licensee is in full compliance with this EULA. In the event of any material breach by the Licensee of any of this EULA, or of any failure by the Licensee to timely pay the price agreed upon by the Parties by the Due Date, the License shall automatically terminate, and the Licensee shall not be granted access to the Software until the breach or failure to pay has been remedied. The Licensee has the discretion to terminate the License at any time; however, the Licensee is not entitled to a refund if the Licensee terminates the License beyond thirty (30) days of Purchase Date.

11. Refund Policy

11.1 Software License: If the Licensee is not satisfied with the Software, the Licensee may request a refund within thirty (30) days of the Purchase Date. After the thirty-day period, the Licensee is not entitled to receive a refund. If the Licensee requests a refund during the thirty-day period, the Licensee shall receive the Purchase Price of the Software License minus the Licensor's costs associated with providing and maintaining the use and availability of the Software.

11.2 Professional Service: If the Licensee has purchased Professional Service(s) (i.e., Engineering Time and/or Development Time), the Licensee may request a refund for such service(s) for any reason within thirty (30) days of the Purchase Date. After the thirty-day period, the Licensee is not entitled to receive a refund. If the Licensor has started professional service(s) any time before the Licensee requests a refund, regardless if the refund request is made within thirty (30) days of Purchase Date, the Licensee is not entitled to receive a refund.

For this provision only, professional service(s) shall be deemed to have started when the Licensor, in good faith, has invested more than two (2) hours on the service(s) agreed upon by the Parties. Prior to the Licensee's refund request, the Licensor is not responsible for providing the Licensee with notice of when the Licensor has reached the two-hour threshold.

If the Licensee requests a refund during the thirty-day period and prior to the Licensor's investment of at least two hours into Professional Service, the Licensee shall receive the Purchase Price of the Professional Service minus the Licensor's cost of labor used for such Professional Service prior to the Licensee's refund request.

11.3 Support Services: The Licensee shall not receive a refund for technical support services purchased from the Licensor.

11.4 Hardware: The Licensee shall not receive a refund for any Hardware purchased from the Licensor.

12. Support Services

Unless otherwise agreed upon by the Parties, the Licensor shall provide technical support services to the Licensee, in accordance to the **Ademero Support Agreement**, for one (1) year after the Effective Date. Prior to expiration of the one-year period, the Licensee must pay the Licensor additional fees, at a price provided by the Licensor, for further technical support. In the event that the technical support is terminated, such termination shall not modify the Licensee's perpetual license.

Any supplemental Software service provided to the Licensee as a part of technical support shall be considered part of the Software and subject to the terms of this EULA, unless this EULA is superseded by a further EULA accompanying such supplemental Software. With respect to technical information the Licensee provides to the Licensor as part of the technical support, the Licensor may use such information for its business purposes, including for product support and development. The Licensor shall not utilize such technical information in a form that personally identifies the Licensee except to the extent necessary to provide the Licensee with technical support.

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At the request from the Licensee, the Licensor may, for a fee, replace, modify or upgrade the Software. When accepted by the Licensee, any such replacement or modification of or upgrade to the Software shall be considered part of the Software and subject to the terms of this EULA, unless this EULA is superseded by a further EULA accompanying such replacement or modified version of or upgrade version to the Software.

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IN NO EVENT WILL THE LICENSOR BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY THE LICENSEE, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO VIRUSES THAT MAY INFECT THE LICENSEE'S COMPUTER(S), LOSS OF ANTICIPATED PROFITS OR SAVINGS, INTERRUPTION TO BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH LOST INFORMATION, THE COST OF SUBSTITUTE INTELLECTUAL PROPERTY OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE SOFTWARE REGARDLESS OF WHETHER THE LICENSEE HAS ADVISED THE LICENSOR OR THE LICENSOR HAS ADVISED THE LICENSEE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE, OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE, OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT.

17. Applicable Law

The Parties agree that this EULA shall be governed by, construed, and interpreted in accordance with the laws of Florida. The Parties agree that the provisions of the Uniform Computer Information Transactions Act (“UCITA”), as it hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the Parties waive any and all rights they may have under any laws adopting UCITA in any form.

18. Arbitration

Any dispute, controversy, or claim arising under this EULA, or breach, termination, or invalidation thereof, that cannot be settled through good faith negotiations by the Parties, shall be subject to binding arbitration held in Lakeland, FL (USA), by a single Arbitrator agreed upon by the Parties, under the commercial arbitration rules of the American Arbitration Association (AAA). The Arbitrator shall have the authority to grant injunctive relief and specific performance to enforce the terms of this EULA. Judgment on any award rendered by the Arbitrator may be entered in any court of competent jurisdiction in Florida only.

19. Severability

If any term or provision of this EULA is found to be unenforceable or invalid under applicable law, such term(s) or provision(s) shall be limited, narrowed and modified to the least extent necessary to render it(them) enforceable and valid. If necessary, the unenforceable or invalid term(s) or provision(s) shall be eliminated from this EULA, and the remaining provisions shall remain in full force and effect.

20. Waiver

No waiver of any right under this EULA shall be deemed effective unless contained in writing signed by the Party against whom the waiver is to be asserted. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future rights arising out of this EULA.

21. Entire Agreement

This EULA, and any agreement or material referenced herein, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this EULA by any representations or promises not specifically stated herein.