

**End-User License Agreement**  
**for the**  
**UNICORN Advanced Management Platform**

This End-User License Agreement (EULA) (“Agreement”) is made and effective the [Date],

**BETWEEN:** User, (the “User”) defined as anyone using the software.

**AND:** Angel Software Development, LLC., (the “Provider”), a corporation organized and existing under the laws of Michigan.

WHEREAS, The User is granted a license to use the Software, subject to a set of limitations and restrictions.

WHEREAS, The Provider undertakes to provide Software while committing to comply with certain requirements relating to the maintenance of the Software.

In consideration of the terms of this agreement, and other valuable consideration, the parties agree as follows:

**1. DEFINITION**

“Administrator User” means each User employee designated by User to serve as technical administrator of the SaaS Service on User’s behalf. Each Administrator User must complete training and qualification requirements reasonably required by Provider.

“Confidential Information” means any information disclosed by a party to the other party, directly or indirectly, which could be in orally or written (graphic, machine-readable or other tangible form), is marked as “confidential” or “proprietary”.

“Host” means the computer equipment on which the Software is installed, which is owned and operated by Provider or its subcontractors.

“Maintenance Services” means the support and maintenance services provided by Provider to User pursuant to this EUL Agreement.

“Software” means the object code version of any Software to which User is provide access as part of the Service, including any updates or new versions.

“SaaS Services” refer to the specific Provider’s internet-accessible service identified in a Schedule that provides use of Provider’s identity/access management Software that is hosted by Provider or its services provider and made available to User over a network on a term-use basis.

## **2. SERVICE**

The Provider hereby grants the User, including all authorized users of the User, a non-exclusive, non-sublicensable, non-assignable, royalty-free, worldwide license to access and use the service (the “Service”) solely for the internal business operations of the User in accordance with the terms of this Agreement and the Provider’s online terms of use.

## **3. TERM AND TERMINATION**

The term of this Agreement shall begin on the Effective Date and shall continue twelve (12) months after Effective Date, with an automatic renewal (unless otherwise specified and agreed to in writing by both parties) at the rate in effect at the end of the effective twelve (12) month period.

Either party may terminate the Agreement with a thirty (30) day notice. User must agree to delete and completely remove the software upon termination of the Agreement.

## **4. PAYMENT TERM**

The UNICORN A-M-P is sold as a Software-as-a-Service (SaaS) and requires subscription payments at regular intervals for continued access to the platform.

- a) Account cancellation policy: Once a user submits a request for cancellation, no additional charges will be made. However, no refunds are provided upon cancellation. If you cancel before an upcoming renewal date, you will have access to your Account through the end of the then-current billing cycle.

## 5. USER'S RESPONSIBILITIES

- a) User shall provide commercially reasonable information and assistance to Provider to enable Provider to deliver the SaaS Services. User acknowledges that Provider's ability to deliver the SaaS Services in the manner provided in this EUL Agreement may depend on the accuracy and timeliness of such information and assistance.
- b) User shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. User acknowledges that Provider exercises no control over the content of the information transmitted by User through the SaaS Services.
- c) User shall not upload, post, reproduce or distribute any information, Software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- d) User shall be solely responsible for the acts and omissions of its Administrator Users. Provider shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.
- e) Subject to the terms and conditions of this EUL Agreement, User shall grant to Provider a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit User Content solely as necessary to provide the SaaS Services to User.

User shall:

- a) Notify Provider immediately of any unauthorized use of any password or user id or any other known or suspected breach of security,
- b) Report to Provider immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by User, and
- c) Not provide false identity information to gain access to or use the SaaS Services.

User is responsible for collecting, in putting and updating all User Content stored on the Host, and for ensuring that the User Content does not

- (i) Include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or
- (ii) Contain anything that is obscene, defamatory, harassing, offensive or malicious.

Provider may assist with bulk import of data, data formatting and general on-boarding to ensure a successful initial data load.

## 6. LIMITATIONS OF THE LICENSE

- a) The SaaS Services are for use by the User and are not restricted by the number of user accounts.
- b) The SaaS Services are for use by the officers, employees, agents, subcontractors, and clients of the User.
- c) The SaaS Services must not be further assigned by the User to other entities.
- d) Subject to the limited licenses granted herein, Provider shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this EUL Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. User agrees to assign all right, title and interest it may have in the foregoing to Provider.

## **7. LICENSE RESTRICTIONS**

User shall not, and shall not permit anyone to:

- a) Copy, republish or redistribute any content or material of the SaaS Services or Software;
- b) Make the SaaS Services available to any person other than authorized users;
- c) Use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties;
- d) Remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the SaaS Service or in the Documentation;
- e) Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law;
- f) Access the SaaS Services or use the Documentation in order to build a similar product or competitive product.
- g) Use the SaaS Services in any way that causes, or may cause, damage to the SaaS Services or platform or impairment of the availability or accessibility of the SaaS Services.
- h) Sub-license its right to access and use the SaaS Services.
- i) Conduct or request that any other person conduct any load testing or penetration testing on the platform or SaaS Services without the prior written consent of the Provider.
- j) Use the SaaS Services in any way that is unlawful, illegal, fraudulent, or harmful.

## **8. OWNERSHIP AND INTELLECTUAL PROPERTY**

User retains ownership and intellectual property rights in and to its User Content. Provider retains all ownership and intellectual property rights to the services, Software programs and anything developed and delivered under the Agreement.

Third party technology that may be appropriate or necessary for use with some Provider programs is specified in the program Documentation or ordering document as applicable. User's right to use such third-party technology is governed by the terms of the third-party technology license agreement specified by Provider and not under the Agreement.

User agrees to assign all intellectual property rights to Provider for anything developed and delivered as a result of feedback, input, suggested improvement or new functionality to Provider in the course of using the SaaS Services under this Agreement.

## **9. SUPPORT SERVICES**

For the 12-month period beginning on the Effective Date and at Provider's expense, Provider will provide User with telephone or electronic support during Provider's normal business hours in order to help User correct problems with the Software, and internet-based support system generally available seven days a week, twenty-four hours a day.

After the initial 12 months support period, User may elect to renew Provider's support services for additional 12 months periods, at Provider's current service rates.

## **10. MAINTENANCE SERVICES**

- a) During the Term of this Agreement, the Provider shall provide the Maintenance Services to the User.
- b) The Provider shall give to the User at least twenty-four (24) hours' prior notice of scheduled Maintenance Services that are likely to have a negative impact upon the SaaS Services.
- c) The Provider shall give to the User at least twenty-four (24) hours' notice of the application of an upgrade to the platform, except in the case where an urgent upgrade is necessary to maintain continued operation of the platform.
- d) The Provider shall give to the User written notice of any security update to the platform and at least twenty-four (24) hours' prior written notice of the application of any non-security update to the platform.

## **11. INDEMNIFICATION**

- a) Provider shall indemnify User against all losses and expenses arising out of any proceeding brought by a third party and arising out of a claim that the Service infringe the third party's Intellectual Property rights.

- b) Before bringing a claim for indemnification, User shall notify Provider of the indemnifiable proceeding and deliver to Provider all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
- c) If the User fails to notify Provider of the indemnifiable proceeding, Provider will be relieved of its indemnifications obligations.
- d) Users' right to indemnification is the exclusive remedy available with respect to a claim of indemnification.
- e) User agrees to indemnify Provider for any losses, damage, or costs due to a disruption of service caused by a break in the fiber-optic line or other outage by Charter/Spectrum, either local or widespread. Provider will notify User of any such outage and keep User informed of repair efforts.

## **12. CONFIDENTIALITY**

a) During the term of this EUL Agreement and for five (5) years thereafter (perpetually in the case of Software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this EUL Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, Software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

b) Confidential Information excludes information that:

- (i) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party,
- (ii) is known to the receiving party, without restriction, at the time of the disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by the confidentiality obligations to the disclosing party, or
- (iii) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the

existence of the EUL Agreement and the relationship of the parties but agrees that the specific terms of this EUL Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this EUL Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

### **13. WARRANTY**

Provider represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation.

Provider warrants that the SaaS Services will perform in all material respects in accordance with the Documentation. Provider does not guarantee that the SaaS Services will be performed error-free or uninterrupted, or that Provider will correct all SaaS Services errors. User acknowledges that Provider does not control the transfer of data over communications facilities, including the internet, and that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. This section sets forth the sole and exclusive warranty given by Provider (EXPRESS OR IMPLIED) with respect to the subject matter of this Agreement. Neither Provider nor any of its licensors or other suppliers warrant or guarantee that the operation of the subscription service will be uninterrupted, virus-free, or error-free, nor shall, Provider or any of its Service Providers be liable for unauthorized alteration, theft or destruction of User's or any user's data, files, or programs.

### **14. LIMITATION ON LIABILITIES**

- a) Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.
- b) Neither party's liability under this agreement will not exceed the fees paid under this agreement during the 12 months preceding the date upon which the related claim arose.

### **15. TERMINATION**

- a) User may terminate this agreement for any reason on thirty (30) days' notice to Provider
- b) Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if
  - (i) the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and

- (ii) the failure, inaccuracy, or breach continues for a period of ten (10) days' after the injured party delivers notice to the breaching party reasonably detailing the breach.
- c) Provider may terminate this agreement with immediate effect by delivering notice of the termination to User if User fails to pay the Subscription Fee.
- d) User shall immediately pay to Provider all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination.
- e) User shall cease all use of the Service upon the effective date of the termination.
- f) User will have thirty (30) days from the date of termination to retrieve any data that the User wishes to keep.

## **16. ENTIRE AGREEMENT**

The Parties hereto agree that this Agreement shall not become effective until accepted by the User per the click through agreement prior to download and installation.

## **17. GOVERNING LAWS**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan, the courts of which state shall have exclusive jurisdiction over the parties as respects any dispute arising hereunder.

## **18. SEVERABILITY**

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.