

FORECASTERA END USER LICENSE AGREEMENT

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, ForecastEra, Inc. (“Company”) will provide the customer identified on an Order Form (“Customer”) access to the SaaS services (“**Services**”). As part of the registration process, Customer will identify an administrative user name and password for Customer’s Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate or in violation of this Agreement.

1.2 Subject to the terms hereof, Company will provide Customer with technical support services (“**Support**”) as identified in the Support Policy in Exhibit A.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data, all as related to the Services (“**Software**”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or expressly authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels from the Service or any Software. Company hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term (as defined in Section 5 below) only in connection with the Services.

2.2 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, internet service, , networking, web servers and the like (collectively, “**Equipment**”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account, passwords or the Equipment with or without Customer’s knowledge or consent.

2.3 **Support Requirements.** Company will provide support and maintenance, as defined in Exhibit A, Support Policy to enable Customer to access and use the Services, including without limitation: (a) diagnosing and troubleshooting Customer problems that can be recreated by Company; (b) identifying and providing updates and upgrades and the appropriate documentation to minimize any disruption to Customer’s use; and (c) tracking technical support incidents reported by Customer.

2.4 **Data Protection and System Security.** Customer agrees that it is accessing the Services via a third party customer relationship management (CRM) provider (“**Hosting Supplier**”). As such, Customer confirms that such Hosting Supplier is responsible for Customer Data protection and security of its system through which Customer accesses the Services. Notwithstanding the aforementioned, Company shall implement and maintain industry standard security technology designed to provide the security of its Software.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Confidential Information**” of the Disclosing Party). Confidential Information of Company includes non-public information regarding features, functionality and performance of the Service. Confidential Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“**Customer Data**”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in performance of the Services or as otherwise

permitted herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years or as required by law, following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data, such as reports containing analytics, provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation services (as defined in the applicable Order Form)(“**Implementation Services**”) or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data (including Customer Data) and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and Company will be free (during and after the Term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. **PAYMENT OF FEES**

4.1 Customer will pay Company the fees described in the applicable Order Form for the Services and Implementation Services in accordance with the terms herein (the “**Fees**”). If Customer’s use of the Services exceeds the Licensing Units set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Company will notify Customer of any such additional fees that are then due and owing.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the receipt of a valid invoice. after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.3 Taxes. Fees do not include any applicable federal, state, local or other taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, or use taxes, assessable or imposed by a governmental authority located in the United States (collectively, “**Taxes**”). Customer will be responsible for all Taxes with respect to the Services, excluding taxes based on Company’s net income or property. Company will invoice Customer for any Taxes that Company is legally obligated to collect and Customer shall pay such invoices in accordance with this action, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. **TERM AND TERMINATION**

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional annual periods, each a “**Renewal Term**” (collectively, the “**Term**”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement. Notwithstanding the aforementioned, in the event of any termination by Customer other than for the immediately preceding sentence, Customer will pay in full to Company for the Services for the then current Term.

5.2 Survival. Any provisions of this Agreement that contemplate their continuing effectiveness, including but not limited to Sections 3 (Confidentiality; Proprietary Rights), 5 (Term and Termination), 6 (Warranty and Disclaimer), 8 (Indemnity), 9 (Limitation of Liability), 9.1 (No Implied Waiver), 9.3 (Complete Agreement; Amendments), 9.4 (Independent Contractor), 9.6 (Notices), 9.7 (Governing Law; Venue), 9.9 (Injunctive Relief), and 9.11 (Subcontracts) shall survive termination of this Agreement.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts to maintain the Services consistent with industry standards which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INSURANCE

During the Term of this Agreement and for twelve (12) months thereafter, Company shall maintain the following policies of insurance covering all Services furnished by Company to Customer:

- (a) Commercial General Liability (Bodily Injury and Property Damage) Insurance, in an amount not less than One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of not less than Two Million Dollars (\$2,000,000);
- (b) Workers Compensation and Employers Liability Insurance as prescribed by law; and
- (c) Privacy and Cyber Security Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claim and in the aggregate.

8. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect

to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement and/or any documentation to which access is provided by Company. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or Company suspects to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY,

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, CUSTOMER AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (B) EXCEPT FOR ACCRUED FEES REMAINING UNPAID BY CUSTOMER, FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES ACCRUED PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

9.1 No Implied Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.2 Assignment. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

9.3 **Complete Agreement; Amendments.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

9.4 **Independent Contractors.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

9.5 **Remedies.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

9.6 **Notice.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

9.7 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Any and all disputes between the parties that cannot be settled by mutual agreement shall be resolved solely and exclusively in the courts located within the State of Delaware. Both parties consent to the jurisdiction and venue of such courts and irrevocably waive any objections thereto.

9.8 **Force Majeure.** Neither party shall be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including acts or omissions of government or military authority, acts of God, transportation delays, fires, floods, riots or wars, terrorism, tornadoes, earthquakes, or hurricanes (each, a "**Force Majeure Event**"). The non-performing party shall promptly notify the other party of the occurrence of a Force Majeure Event and take commercially reasonable steps to eliminate as soon as practicable the non-performance caused by the Force Majeure Event.

9.9 **Injunctive Relief.** Each party understands and agrees that the other party may suffer irreparable harm in the event of a breach of any of the obligations imposed by Section 3 (Confidentiality; Proprietary Rights), of this Agreement and that monetary damages will be inadequate to compensate for any such breach. Accordingly, each party agrees that, in the event of a breach or threatened breach of any of such provisions, the other party, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, shall be entitled to preliminary and permanent injunctive relief in order to prevent or restrain any such breach without the necessity of proving damages or irreparable harm, or posting bond.

9.10 **Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void by a court of law with jurisdiction, so long as the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

9.11 **Subcontractors.** Company reserves the right to engage subcontractors to perform its obligations under this Agreement.

9.12 **No Third-Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any entity, other than Company and Customer, and their respective successors and permitted assigns, any remedy or claim by reason of this Agreement, and any such remedies or claims shall be for the exclusive benefit of Company and Customer.

9.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

EXHIBIT A SUPPORT POLICY

Support

Subscriber shall designate a primary system administrator (“System Admin”) for all support Issues under this Agreement. Subscriber can contact ForecastEra’s customer support center via email to support@forecastera.com.

Issues

Whenever a contact is made by the System Admin to a ForecastEra Support Contact, the following information must be provided:

- Subscriber name, System Admin name, email address, and telephone number (including area code);
- Information about the nature of the Issue;
- Information about the location of the Issue;
- Any Subscription error messages associated with the Issue and the steps leading up to the Issue occurrence;
- Detailed description of the Issue; and
- Impact of the Issue

In the event ForecastEra becomes aware and/or Subscriber notifies ForecastEra of an Issue, ForecastEra shall address the Issue based on its severity, as determined by ForecastEra in its sole and reasonable discretion. ForecastEra shall use commercially reasonable efforts to respond to Subscriber within the timeframe specified for the respective severity level, acknowledging receipt of the Issue notification and the status of an initial action plan to accomplish Issue Resolution. ForecastEra shall use commercially reasonable efforts, in light of the severity and complexity of the Issue, to provide an Issue Resolution within the time frames specified for the respective severity level.

Severity Definitions and Response Times

These times reflect the targeted time period between the receipt of the ForecastEra Support Contact’s notification of an Issue to the initial response by ForecastEra.

Issue Severity	Definition	Initial Response Estimate	Issue Resolution Estimate
Severity 1	Any Issue that (i) compromises the integrity or security of the Subscription or data, or (ii) completely prevents the operation of the Subscription or precludes work by a User from reasonably continuing, and for which there is no reasonable work-around.	4 hours	One (1) Day
Severity 2	Any Issue that (i) substantially restricts the operations of the Subscription, but for which an alternative solution or work-around exists, or (ii) does not substantially restrict the operations of the Subscription, but for which an alternative solution or work-around does not exist.	8 hours	One (1) Week
Severity 3	Any Issue that does not substantially restrict the operations of the Subscription and for which there is an alternative solution or work-around.	24 hours	Next release Update

Escalation & Prevention

In the event of an escalation, ForecastEra's internal escalation contacts are as follows:

Level	Role
1 st Level	Customer Service Manager
2 nd Level	Delivery Leader
3 rd Level	CTO