Software End User License Agreement (EULA)

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. INSTALLING OR USING CLARIPI SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. CLARIPI IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. INSTALLING THE SOFTWARE, YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, 'CUSTOMER') TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN CLARIPI IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU SHOULD NOT INSTALL OR USE THE SOFTWARE.

- **1. The Software**: As used in this Agreement, the term "Software" means, collectively:
 - (1) the software product identified above;
 - (2) all the contents of the disk(s), DVD, USB, or other media through which this Agreement is provided, including the object code form of the software delivered via a DVD, USB.
 - (3) digital images, stock photographs, clip art;
 - (4) related explanatory written materials and any other possible documentation related thereto ('Documentation'), and
 - (5) upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to Customer by ClariPi under this Agreement.
- **2. License**: Conditioned upon compliance with the terms and conditions of this Agreement, ClariPi or its subsidiary licensing the Software instead of ClariPi grants to Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees.
- **3. Documentation**: Means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) specifically pertaining to the Software and made available by ClariPi with the Software in any manner (including on DVD, USB, or on-line).
- **4. Customer's license:** To use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware or that number of concurrent users, sessions, IP addresses, port(s), server(s) or site(s), as set forth in the applicable Purchase Order which has been accepted by ClariPi and for which Customer has paid to ClariPi the required license fee.

NOTE: For evaluation or beta copies for which ClariPi does not charge a license fee, the above requirement to pay license fees does not apply.

- **5. General Limitations:** This is a license, not a transfer of title, to the use of the Software and Documentation, and ClariPi retains ownership of all copies of the Software and Documentation. Customer acknowledges the Software and Documentation contain trade secrets of ClariPi, its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Accordingly, except as otherwise expressly provided under this Agreement, Customer shall have no right to-, and Customer specifically agrees not to:
 - (1) transfer, assign or sublicense its license rights to any other person or entity, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
 - (2) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human readable form, or permit third parties to do the same;
 - (3) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of ClariPi. Customer shall implement reasonable security measures to protect such trade secrets.

In case Customer uses an evaluation license or beta copy of the Software, Customer specifically agrees not to use or permit the Software to be used for commercial or profitoriented purposes.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (a) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE OR ADDITIONAL COPIES; AND (b) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

6. Proprietary Notices: Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of ClariPi Term and Termination:

This Agreement and the license granted herein shall remain effective until terminated. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control.

- **7. Limitations of liability**: All confidentiality obligations of Customer and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the section titled 'General Terms Applicable to the Limited Warranty Statement and End User License' shall survive termination of this Agreement.
- **8. Export:** Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges.
- **9. Privacy:** Customer acknowledges that anonymous usage data may be collected for software installation and enhanced maintenance.
- **10. Limited Warranty:** Subject to the limitations and conditions set forth herein, ClariPi warrants that commencing from the date of installation to and continuing for a period of 1 year: (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to the Documentation.

NOTE: This warranty does not apply if the Software (a) has been altered, except by ClariPi or its authorized representative, (b) has not been installed, operated, or maintained in accordance with instructions supplied by ClariPi, or (c) is licensed, for beta, evaluation, testing or demonstration purposes for which ClariPi does not charge a purchase price or license fee.

DISCLAIMER OF WARRANTY: EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY ClariPi, ITS SUPPLIERS AND LICENSORS.

TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES, COUNTRIES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN

IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

11. General Terms Applicable to the Limited Warranty Statement and End User License: Disclaimer of Liabilities:

- (1) REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CLARIPI OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF ClariPi OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (2) In no event shall ClariPi 's or its suppliers' or licensors' liability to Customer, whether in contract, tort (including negligence), breach of warranty, or otherwise, exceed the price paid by Customer for the Software that gave rise to the claim. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Software or any other product or service delivered by ClariPi.
- (3) Customer acknowledges and agrees that ClariPi has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

The Warranty and the End User License shall be governed by and construed in accordance with the South Korea law or the laws of the State of Michigan, U.S., without reference to or application of choice of law rules or principles. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly provided herein, this Agreement constitutes the entire

agreement between the parties with respect to the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any purchase order or elsewhere. This Agreement has been written in the English language, and the parties agree that the English version will govern.