

AUDIX INSIGHTS™

END-USER LICENSE AGREEMENT FOR SOFTWARE AS A SERVICE

IMPORTANT-READ CAREFULLY: This End-User License Agreement (“EULA”) for Software as a Service (“SaaS”) is a legal Agreement (hereinafter “Service Agreement” or “Agreement”) between you (either as an individual or a single entity) and MRE Technology Services, LLC (“MRETS”), covering your use of Audix Insights™ (the “Software”). Be sure to read the following Agreement before using the Software.

THE SERVICE PROVIDER (DEFINED BELOW) IS WILLING TO GRANT YOU RIGHTS TO ESTABLISH AN ACCOUNT AND TO USE THE WEB SERVICES (DEFINED BELOW) ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. PLEASE READ THE SERVICE AGREEMENT CAREFULLY. BY CLICKING ON "I AGREE TO THE TERMS AND CONDITIONS", YOU WILL INDICATE YOUR AGREEMENT WITH THEM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY OR PERSON, YOUR ACCEPTANCE REPRESENTS THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY OR PERSON TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY OR PERSON, THEN THE SERVICE PROVIDER IS UNWILLING TO GRANT YOU RIGHTS TO ACCESS AND USE THE WEB SERVICES. YOU MAY ALSO PRINT OUT A COPY OF THIS DOCUMENT, HAVE IT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION, AND DELIVER IT TO MRETS AT 3800 BUFFALO SPEEDWAY, SUITE 200, HOUSTON, TEXAS 77098.

TERMS OF SERVICE AGREEMENT

1. Definitions.

- 1.1 Parties. This is an Agreement by and between MRE Technology Services, LLC (“MRETS”) and You (“You” or “Customer”). The term “Service Provider” shall refer to MRETS.

If you are not acting on behalf of yourself as an individual, then "You", "your", “Customer”, and "yourself" means your company or organization or the person you are representing. The company or organization you represent will be the one registered and paying for the Web Services specified as part of the Software Subscription Agreement.

- 1.2 “Web Services” or “Services.” Audix Insights™ (“Audix”) is an IT infrastructure data mining and reporting tool that aids organizations in discovering valuable data insights about the organization’s IT environment. Web Services shall include all services related to Audix Insights™ and any updates or upgrades to such services

which may be generally released by MRETS to all customers from time to time. Web Services shall include, but not be limited to:

- i. Installation and configuration of the Audix product.
 - ii. Customization of reports as requested by the Customer.
 - iii. Any related consulting services, to be conducted under separate Statements of Work entered into by MRETS and the Customer.
- 1.3 “Audix Insights™ Technology.” The computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Web Services via the Site.
- 1.4 “Web Site” or “Site.” MRETS’ <https://portal.audixinsights.com> website, including the Audix Insights™ Technology.
- 1.5 “Software” or “Software Product.” Audix Insights™ is the Software to which use is granted to the Customer by this Agreement.
- 1.6 “Authorized Users.” The number of identifiable unique persons consisting of your personnel and outside consultants who are authorized to access and use the Services as determined by You but not exceeding the maximum number of users paid for. Authorized Users may include your third-party consultants, outsourcers, contractors and other service providers.
- 1.7 "Affiliate." With respect to You, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with You, which agrees in writing to be bound by all your obligations hereunder.
- 1.8 "Customer Data." Your information or other data processed, stored or transmitted by, in or through the Web Services, including without limitation personal information relating to your personnel, customers, and prospective customers such that the identity of such persons is apparent or can reasonably be determined from such personal information.
- 1.9 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.
- 1.10 “Software Subscription Agreement.” Details of the purchase and Web Services required shall be based on the terms and fees prevailing at that time and as set forth in the Customer’s Software Subscription Agreement. Confirmation that the

customer wishes to proceed and commit to a subscription service is deemed to have taken place when the periodic Subscription Charge has been paid.

- 1.11 “Onboarding Fee.” A one-time installation fee will be required to begin the Audix Services. The fee will include any applicable remote end-user product training. This fee is payable in advance of receipt of Services and is not refundable for any reason. The amount of the Onboarding fee shall depend on the Customer’s IT environment and shall be subject to the prices found on the Audix website and in the Customer’s Software Subscription Agreement.
- 1.12 “Subscription Charge.” The fee for the Audix Services is payable in advance of receipt of Services and shall be based upon the Customer’s IT environment and the length of the contract. The Subscription Charge shall be subject to the prices found in the Customer’s Software Subscription Agreement.

2. Agreement.

- 2.1 This Agreement between You and MRETS consists of this Terms of Service Agreement.
 - 2.2 This Agreement between You and MRETS is also subject to MRETS’s Privacy Policy. This can be viewed at its website at <https://portal.audixinsights.com>
 - 2.3 Modification of Agreement. MRETS reserves the right to modify this Agreement at any time by posting an amended Agreement that is always accessible through the link placed on the Audix login page and/or by giving You prior notice of a modification. You should check this Agreement periodically for modifications by scrolling to the bottom of this page for a listing of material modifications and their effective dates. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF AN AMENDED AGREEMENT OR PROVIDING YOU NOTICE OF A MODIFICATION WILL CONSTITUTE BINDING ACCEPTANCE.
3. Eligibility. Web Services are not available to minors under the age of 18 years of age and/or any user that has been suspended or removed from the system.
 4. Trial Use. If You have been provided with Software for evaluation only, through Microsoft’s Application Store, through MRETS, or through any other means, You shall have five (5) days from the installation date to evaluate the Software (“Evaluation Period”), unless otherwise specified in Your Software Subscription Agreement. If You decide to use any of the Software after the Evaluation Period, You must obtain a paid license under terms set out in the applicable Software Subscription Agreement. If You decide not to obtain a paid license for any Software following the Evaluation Period, You must follow all Microsoft procedures for ceasing use of the Software and deletion from your systems.

Software licensed during the Evaluation Period is provided “as-is” and MRETS does not provide technical and maintenance services or offer any warranties until a paid license is obtained.

By accessing the trial version of the Audix Software, You are agreeing to all terms and conditions of use required by Microsoft in accessing the trial Software, in addition to agreeing to all restrictions of use in this Agreement.

5. Grant of License. By entering into this Agreement, MRETS grants You the rights to use the Audix Software, according to the terms set out in this Agreement. The Software is licensed, not sold. It is agreed that in exchange for the license set forth herein, You will pay a one time, Onboarding Fee and a periodic Subscription Charge, payable in advance and set out in the Software Subscription Agreement.

5.1 Software Product License. This Software Agreement grants You, the computer software end-user, the following rights:

- i. The Audix Software Product may be used by the named customer only.
- ii. You may install and use the Audix Software Product on your server and on mobile devices such as laptops and tablet computers, subject to timely payment of the license fees as stated on the website. When the subscription term has expired and is not renewed, your right to use the Audix Software Product ceases. You will delete, or allow MRETS to delete, the Audix Software Product from your systems.

6. Use and Restrictions. Subject to the terms and conditions of this Agreement, You may access and use the Web Services only through the login protocols provided to You, but only for your own internal purposes. All rights not expressly granted in this Agreement are reserved by the Service Provider and its licensors.

6.1 You will be granted authorized login protocols for the Web Services, and You agree not to use the Web Services in excess of your authorized login protocols. You agree not to access (or attempt to access) the Web Services by any means other than through the login protocols Service Provider provides. You agree not to access (or attempt to access) the Web Services through any automated means (including use of scripts or web crawlers), and You agree to comply with the instructions set out in any robots.txt file present on the Web Services.

6.2 You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the Web Services or content; (ii) modify or make derivative works based upon the Web Services or content; (iii) "frame" or "mirror" the Web Services or content on any other server or Internet-enabled device, or (iv) reverse engineer, decompile the Web Services or their enabling software for any purpose.

7. Inquiries Regarding Web Services. You agree to make all inquiries regarding the Web Services and technical support directly to MRETS.
8. Reservation of Rights and Ownership. MRETS reserves all rights not expressly granted to You in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. Ownership of the title, copyright, and other intellectual property rights in the Software, and of the Proprietary Rights embodied in the Web Site, Services, and Audix Technology shall remain exclusively vested in and be the sole and exclusive property of MRETS and its licensors. The Software is licensed, not sold. This Agreement does not grant You any rights to trademarks or the Software marks. The <https://portal.audixinsights.com>, domain name, product names and logos associated with the Services are trademarks of MRETS or third parties, and no right or license is granted to use them. Except for the limited rights granted herein, all other rights are reserved.
9. Customer Data. Customer Data will be stored in a database in the Microsoft Azure Cloud Services Platform. With this Agreement, the Customer hereby grants MRETS the right to allow access to Customer Data by its business analysts, application programmers, data analysts, project managers, infrastructure engineers, database administrators, and other employees that require access to the data in order to facilitate the ongoing operation of Audix Insights™ and in order to study the operation of the software for purposes of improving or modifying the Software. Customer also hereby grants Microsoft the right to access Customer Data in connection with the Customer's use of the Software.
10. Microsoft Azure Cloud Services Platform. Through your agreement to this Audix Terms of Service Agreement and through the use of the Audix Software, You are agreeing to all terms and conditions of use required by Microsoft for use of the Azure Cloud Services Platform.
11. Termination.
 - 11.1 Termination for Cause. Without prejudice to any other rights, MRETS may terminate this Agreement if You fail to comply with the terms and conditions of this Agreement. You agree that MRETS may terminate your account and access to the Web Services for cause without prior notice, upon the occurrence of any one of the following: (i) any material breach of this Agreement, or (ii) requests by law enforcement or other government agencies. Termination of your account includes (i) removal of access to all Web Services, and (ii) deletion of your login protocols. Further, You agree that all terminations shall be made in our sole discretion, and that we will not be liable to You or any third-party for any termination of your account or access to Web Services and/or data that You lose access to.
 - 11.2 Termination not for Cause. MRETS reserves the right to cancel the contract at any time and refund the unused portion of the Subscription Charge. The Onboarding charge is non-refundable.

- 11.4 Requirements following Termination. In the event of expiration or termination of this Agreement or termination of Services for any reason, your right to use this Software and the rights to use the files produced using the Software terminate automatically and You must then destroy all copies of the Software in your possession. In such event, You must delete the Audix Software from all locations where the software was installed, including but not limited to software on the Customer's server and on mobile devices.
12. Support Services. Any end-user product training included with the Onboarding Fee shall be specified in the Software Subscription Agreement. Training shall be delivered remotely, unless stated otherwise in the Software Subscription Agreement. MRETS will provide limited technical support to customers via email at no additional charge. MRETS will provide additional training on the Audix System to Customers, subject to additional fees as stated in a Statement of Work separate from this Agreement, which shall include the scope of the training, timeframe, and charges associated with the training. All advanced technical support or troubleshooting made at the Customer's request shall incur additional charges, which will be covered under a separate Statement of Work. Customer onsite-training, including travel time and related expenses, will additionally be incurred at the Customer's expense and subject to a separate Statement of Work.
13. Maintenance. The Customer understands and accepts that the system may be periodically unavailable due to activities including, but not limited to, maintenance outages and upgrades performed by MRETS, and outages not within the control of MRETS, including, but not limited to, activities conducted by Microsoft Azure Cloud Services Platform and Communication Providers. MRETS will seek to give advanced notice of outages or disruptions whenever possible, but will not be held liable for outages or disruptions that occur without prior notice. MRETS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO ANY ANTICIPATED OR UNANTICIPATED OUTAGES OR DISRUPTION IN SERVICES.
14. Customer's Account-Related Responsibilities. You are responsible for maintaining the confidentiality of your login protocols, and any additional information that may be provided regarding accessing the Web Services. If You knowingly share your login protocols with another person who is not authorized to use the Web Services, this Agreement is subject to termination for cause. You agree to immediately notify us of any unauthorized use of your login protocols or any other breach of security.
15. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient").

- 15.1 Definition of Confidential Information. For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, (ii) non-public aspects of the Audix Site and the operation thereof, Audix Technology, and the Services and additional services provided by Audix, and Audix business and technical information, and data, (iii) Customer Data, and non-public aspects of Customer's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.
- 15.2 Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.
- 15.3 Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.
- 15.4 Confidential Information. You agree that all non-public information that Service Provider provides regarding the Web Services, including without limitation, the pricing, marketing methodology, and business processes, is Service Provider's proprietary confidential information. You agree to use this confidential information only for purposes of exercising your rights as our affiliate while in strict compliance with this Agreement, and You further agree not to use or disclose this confidential

information for a period of three (3) years after termination or expiration of this Agreement.

16. Disclaimer of Actions of Third Parties. MRETS does not and cannot control the flow of data to or from Audix Technology and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although MRETS will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, MRETS cannot guarantee that such events will not occur. MRETS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES.

17. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MRETS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT. **MRETS'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO MRETS FOR THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CAUSE OF ACTION IN FAVOR OF CUSTOMER.**

18. Registration Data. Registration is required for You to establish an account at the Web Services. You agree (i) to provide certain current, complete, and accurate information about You as prompted to do so by our online registration form ("Registration Data"), and (ii) to maintain and update such Registration Data as required to keep such information current, complete and accurate. You warrant that your Registration Data is and will continue to be accurate and current, and that You are authorized to provide such Registration Data. You authorize us to verify your Registration Data at any time. If any Registration Data that You provide is untrue, inaccurate, not current or incomplete, we retain the right, in its sole discretion, to suspend or terminate rights to use your account. Solely to enable us to use

information You supply us internally, so that we are not violating any rights You might have in that information, You grant to us a nonexclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by our computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by us in each case by any method or means or in any medium whether now known or hereafter devised.

19. Monitoring. We reserve the right to monitor your access and use of the Web Services without notification to You.
20. De-identified Customer Information. MRE shall be permitted to collect and analyze information about the data obtained by use of tools for purposes of research, warranty, product and service improvement, and for marketing; provided however, that such information is collected and used in a de-identified manner.
21. Security. You shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of your link to the Internet. As part of the Web Services, the Service Provider shall implement reasonable and appropriate security procedures consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from the failure of Service Provider to perform the forgoing obligations, the parties agree that Service Provider shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Service Provider at the time. Service Provider will promptly report to You any unauthorized access to your data promptly upon discovery by Service Provider, and Service Provider will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in your data is required, You shall be solely responsible for any and all such notifications at your expense.
22. Subscription License Term; Fees.
 - 22.1 Subscription Term. The initial term of this web service shall commence as of the Effective Date hereof and shall continue for a period of one year, unless specified otherwise in the Software Subscription Agreement. Either party may choose not to renew this Agreement without cause for any reason.
 - 22.2 Subscription Fees and Payment Terms. The periodic Subscription Charges for the Software license shall be payable in advance. Periodic Subscription Charges shall be as per the rate in the Customer's Software Subscription Agreement at period commencement. There will be a one-time Onboarding Fee, payable in advance at the time the subscription commences.

- 22.3 Fee Increases. Service Provider may increase periodic subscription fees at any time with sixty (60) days' prior notice to Customer.
23. Purchase of Additional Services. Customer may elect to purchase rights for additional Authorized Users, Web Services and/or any other MRETS and/or Audix products or services from time to time. Such additional purchases shall be governed by the terms and conditions hereof.
24. Customer Representations and Warranties.
- 24.1 You represent and warrant that (i) the performance of your obligations and use of the Services (by You and your Authorized Users) will not violate any applicable laws, or regulations, or (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other Audix customers of Audix services.
- 24.2 You acknowledge that (i) MRETS does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance, and (ii) You will use commercially reasonable efforts to ensure that the information You and your Authorized Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.
- 24.3 In the event that You breach any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, MRETS will have the right to suspend immediately any Services if deemed reasonably necessary by MRETS to prevent any harm to MRETS and its business. MRETS will provide notice to You and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, MRETS will promptly restore the Services.
25. Assignment. You shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without MRETS' prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.
26. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement and shall continue in full force and effect: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, (iii) the Notices, Applicable Law, Severability, Force Majeure, and Miscellaneous provisions contained herein; and (v) the payment of any money due to MRETS.
27. Notices. Service Provider may give notice to You by means of (i) a general notice in your account information, (ii) by electronic mail to your e-mail address on record in your

Registration Data, or (iii) by written communication sent by first class mail or pre-paid post to your address on record in your Registration Data. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email).

You may give notice to MRETS (such notice shall be deemed given when received) at any time by any of the following:

- i. Via Certified Mail Return Receipt Requested to:

MRE Technology Services, LLC
3800 Buffalo Speedway, Suite 200
Houston, TX 77098

- ii. Via Email to:

support@audixinsights.com

28. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Texas (without regard to conflict of laws principles thereof), and all rights and remedies shall be governed by such laws. The courts of Houston, Harris County, Texas shall have exclusive jurisdiction over any conflicts arising under this Agreement and You consent to the personal jurisdiction and proper venue of such courts.
29. **Severability of Provisions.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law. If for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.
30. **WARRANTY.** Service Provider represents and warrants that it has full title and ownership to the Software and has the authority to grant the license hereunder. To the best of Service Provider's knowledge, the Software does not infringe upon the intellectual property rights of any third party and that it has not received any notice regarding any alleged infringement thereof.
31. **DISCLAIMER OF WARRANTIES.** The Software and its related material are provided "AS IS" and without warranty of any kind and the Service Provider expressly disclaims all other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Audix will employ the use of Microsoft Azure Cloud Services Platform to deliver the SaaS product to the Customer. Service Provider does not make any warranty of any kind and

expressly disclaims all other warranties, expressed or implied, related to the Microsoft Azure Cloud Services Platform.

32. Force Majeure. Service Provider shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.
33. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

If signing and mailing this Agreement:

Customer name: _____

By: _____(Signature)

Printed Name: _____

Title: _____

Date: _____

Exhibit A

Audix Insights™ Software Components

The Audix Insights™ Software product includes computer software supplied by third-parties, including (but not limited to) those set forth below (the “Third-Party Software”). Audix is providing the Third-Party Software to you by permission of the respective licensors and/or copyright holders on the terms provided by such parties, including those terms required to be provided to you that are set forth below, and subject also to the Audix Insights™ End-User License Agreement (“EULA”) for Software as a Service applicable to the Audix Software. Without limiting the terms in the End-User License Agreement for Software as a Service, Audix expressly disclaims any warranty or other assurance to you regarding the Third-Party Software. The following terms and acknowledgements relate only to the Third-Party Software identified below and not to the Audix Insights™ Software.

Log4Net (Apache)

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Apache

Apache License Version 2.0, January 2004 <http://www.apache.org/licenses/>
TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an

original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

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SnmpSharpNet

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