SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "**Agreement**") is a legal agreement between you ("You", "Your", or "Customer") and Prism Software, LLC, a Member Managed Limited Liability Company with its principal place of business located at 30 North Gould Street Suite R, Sheridan, WY 82801 ("**Prism**").

Prism licenses its products on a per-developer basis (referred to below as Developer Licenses), requiring an annual subscription for validity. Your right to use any given copy of a Prism software product is generally set forth in this Agreement. If the annual subscription expires, the licenses expire, and the customer can no longer use the product. In the event that your copy of this software product is licensed under a division license, or global license, additional terms and conditions shall also apply which will be set forth in a separate written and signed agreement.

Carefully read all of the terms and conditions of this Agreement prior to downloading and/or installing or using the Licensed Product (as that term is defined below). This Agreement between you and Prism sets forth the terms and conditions of your use of the Licensed Product based on an active yearly subscription. For the purposes of this Agreement, the effective date of this Agreement shall be the date upon which you click the "YES" button below.

BY CLICKING THE "YES" BUTTON, YOU ARE ACCEPTING ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES A BINDING CONTRACT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "NO" BUTTON AND DO NOT DOWNLOAD AND/OR INSTALL OR OTHERWISE USE THE LICENSED PRODUCT.

IF AFTER READING THIS AGREEMENT YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT PRISM <u>PRIOR TO USING THE SOFTWARE PRODUCT</u> VIA EMAIL AT SUPPORT@PRISMLIBRARY.COM.

1. This Agreement contains the entire understanding of Prism and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. Entering into this Agreement does not operate as an acceptance of any terms and conditions that conflict with the terms hereof, and the terms of this Agreement shall prevail over any purported conflicting provisions that might appear in any Customer purchase order or any other instruments. By clicking the "YES" button below, Customer acknowledges and hereby agrees that it has reviewed the terms and conditions of this Agreement and agrees to be legally bound thereby. This Agreement also includes the attached **Schedule A (Licensed Assemblies)** which is hereby incorporated herein by this reference. In the event Customer believes PO terms applies then the only remedy is a pro-rated refund.

2. Definitions:

    2.1 **Community License** means a limited license that may be granted to an individual End-User (defined below), entity, or organization, and that is subject to the significant limitations on use set forth in Section 4.2(l).

    2.2 **Computer System** means the computer hardware equipment on which Customer has elected to install and/or execute a given copy of Licensed Program(s).

    2.3 **Documentation** means the softcopy documentation provided by Prism with the Licensed Program(s), such as softcopy user manuals and online help.

    2.4 **End-User** means a named individual person that has been granted rights to use the Licensed Product under this Agreement.

    2.5 **Licensed Assemblies** means the compiled binaries of the Prism software. A complete list of the Licensed Assemblies is set forth on **Schedule A**.

    2.6 **Licensed Product** means, collectively, the Licensed Program(s) and Documentation.

    2.7 **Licensed Program(s)** means the source code version or executable version of the Prism software, as well as the Licensed Assemblies, as appropriate, as well as any updates or new versions of the same that may be delivered by Prism to Customer during the term of this license.

    2.8 **Platform** means a specific application framework such as NET Multi-platform App UI (.NET MAUI), Xamarin.Forms, UNO Platform, and Windows Presentation Foundation ("WPF"). Certain additional restrictions may apply to the Licensed Programs that are licensed to, and Maintenance and Support service subscriptions that are provided to, Customer based on the individual Licensed Program and the Platform.

2.9 **Vendor(s)** means the third parties that furnish Prism with portions of the Licensed Program(s). Certain Vendor software is licensed to be used in conjunction with the Licensed Program(s) and not for any other use.

3. License Fee:

3.1 The license fee ("License Fee") is the aggregate of the fees for the Licensed Program(s) selected by Customer.

3.2 The License Fee is due and payable by Customer upon receipt of Prism's invoice. All payments under this Agreement shall be made in United States dollars, and if not paid within thirty (30) days of when due will be subject to interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment was due until payment is made. In addition, Customer agrees to pay Prism's cost of collecting any past-due amounts under this Agreement, including but not limited to reasonable attorneys' fees.

4. License Grant:

4.1 Prism hereby grants to Customer a limited, non-exclusive, non-transferable license to the Licensed Product, for use on a specific Platform, solely for the purpose of developing Customer products. For the avoidance of doubt, Customer agrees that the Licensed Product is licensed and not sold. All use of the Licensed Program(s) by Customer shall be made solely in accordance with the Documentation.

4.2 All licenses are subject to the following limitations:

(a) The Licensed Product shall be used only by Customer for Customer's sole and exclusive benefit, and shall not be used to provide time-sharing or other similar services.

(b) Customer shall not transfer, distribute, or sublicense the Licensed Product to any third parties, and Customer's license shall automatically terminate in the event of such a transfer or distribution.

(c) Customer shall not lease or lend the Licensed Program(s) or otherwise allow use of the Licensed Program(s) by or on behalf of any third party (including any Customer third-party contractor), nor describe the results of any benchmarking of the Licensed Program(s), whether or not obtained with Prism's assistance, to any third party. Customer cannot use a third-party contractor to use the licenses on behalf of the Customer. A breach of this section is a material breach of the agreement and will result in immediate termination of all Customer's license rights.

(d) Prism strongly recommends that Customer should not combine the Licensed Program(s) with other software licensed by Customer from any third parties if such third party software is substantially similar to that of the Licensed Program(s). Such use of third party software may create technical difficulties, including without limitation interoperability difficulties; therefore, any such use of third party software is at Customer's discretion and customer shall bear any and all liability that may arise from such use.

(e) Customer may not use the Licensed Program(s) in such a way that results in Customer's development of software products that are directly or indirectly competitive with the Licensed Product or any other Prism products. In addition, Customer's use of the Licensed Program(s) must be for the purpose of developing Customer products that include significant value-added features. The Licensed Program(s) may not be used to create frameworks/controls/wrappers or other such products that are intended to be programmatically reused by anyone. Customer acknowledges that any breach of this Section 4.2(e) or Section 4.2(h) will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder. Subject to the limitations of Section 4.2(f), Customer represents and warrants that (1) Customer's limited right to re-distribute retail/release builds of Prism libraries along with Customer's product(s) is permitted only so long as the Prism libraries are not directly accessible for use within Customer's product(s) and/or outside of it, and that (2) such Customer product(s) are not deployed in a server environment (except as allowed under Section 4.2(g) of this Agreement) (3) and all other terms and conditions of this Agreement have been met. No other part of the Licensed Product or Licensed Program may be re-distributed by Customer.

(f) Subject to Customer's compliance with all of the limitations of this Agreement, a Customer operating under a Developer License may re-distribute retail/release builds of Prism libraries as incorporated in Customer's product(s) only so long as all modified binaries that are incorporated in such Customer products that were created while Customer was under a valid Developer License subscription. Customer

SOFTWARE LICENSE AGREEMENT

acknowledges and agrees that any re-distribution of any such modified binaries created when Customer is not under a valid Developer License subscription will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder. Customer may re-distribute Licensed Assemblies so long as (i) Customer ensures that such Licensed Assemblies include license checks that prevent the use of the Licensed Assemblies for development purposes when such Licensed Assemblies are redistributed as part of Customer's products, and (ii) Customer represents and warrants to Prism that Customer's products do not infringe upon any proprietary rights of any third parties, including without limitation patent rights. Customer's re-distribution of Prism libraries as part of Customer products is without royalty to Prism.

(g) Customer's right to deploy, evaluate, and use the Licensed Programs may be further limited based on the Platform for which a given Licensed Program is licensed. In the event that such use is to be limited to a specific Platform, the allowed Platform(s) will be set forth in the invoice provided to you by Prism.

4.2.g.1 Any use of a Licensed Program on a Platform not so designated is deemed a material breach of your obligations under this Agreement and may result in termination of your licensed rights and/or your Maintenance and Support subscription at Prism's sole discretion.

(h) Customer acknowledges and agrees that there are additional limitations on making copies of the Licensed Product.

4.2.h.1 Subject to the limitations of this Agreement, Customer may make multiple copies of the Licensed Product, so long as Customer includes all Prism proprietary rights notices on such copies. However, such multiple copies are for the exclusive use of a single End-User and are only allowed for the convenience of such End-User to work on more than one computer system non-simultaneously. Customer acknowledges and agrees no copies of the Licensed Product are transferrable between End- Users.

4.2.h.2 Subject to the limitations of this Agreement, Customer must ensure that each individual End-User has an assigned copy of the Licensed Product. Each user that is building Customer products that rely on or use the Licensed Product in any manner are required to have an assigned copy of the Licensed Product. Customer further agrees that it must ensure that it has an adequate number of licensed copies of each Licensed Program; specifically, Customer represents and warrants that it has obtained a copy of the Licensed Program for each individual that writes software applications that create code, use, work with, or test software applications that incorporate the Licensed Program(s), including without limitation testers that test software applications written with the Licensed Program with the aid of a scripting environment. Notwithstanding the foregoing, testers that test applications manually (without the aid of tools such as a scripting environment) are not required to have a copy of the Licensed Program. For the avoidance of doubt, such testers shall be exempt only if they have not performed any role during the development of any part of the application and are simply involved in final manual testing as an end. Prism retains the right to request, and Customer is required to provide no later than thirty (30) days from the date of Prism's initial request, reasonable assurances of Customer's compliance with the terms of this Section 4.2.h.2. Such assurances should include, but not be limited to, information that accurately supports the full scope of Customer's use of the Licensed Product, including (1) the name of Customer's products (software application(s) or software development(s)) that link to or are dependent upon the Licensed Product, (2) the location of the premises where such Customer products are developed, (3) the means by which Customer's software teams obtained and share copies of the Licensed Products, and (4) the size of the team (an actual physical count of all individual members of such team) working on each software application or development that incorporates or is linked to the Licensed Product. Prism reserves the right to request additional information, and Customer shall provide such additional information, that Prism believes at its discretion is necessary to make such reasonable assurances accurate and complete. For the avoidance of doubt, the information requested herein does not constitute an audit of Customer's environment or operations by Prism. Moreover, all information disclosed to Prism by Customer shall be governed by the confidentiality terms of this

Agreement (**Section 10 Confidentiality and Proprietary Rights**), and no other agreement shall be required or applicable with respect to the protection of such Customer information.

4.2.h.3 In the event that Customer uses a dedicated build machine, either on-premise or using a cloud service, to build Customer's products, Customer does not need to have a separate copy of the Licensed Product assigned to the dedicated build machine, but rather may use a copy of the Licensed Product assigned to the primary user of the dedicated build machine. For the avoidance of doubt, Customer agrees that in order for a given computer to constitute a dedicated build machine, such computer must contain no software other than Customer's product and those portions of the Licensed Programs included with Customer's product, and such computer may not be used for developing software products that use the Licensed Product.

4.2.h.4 No internal transfer of any copies of the Licensed Program from one individual End-User to another is permitted except with the express written permission of Prism, which may be withheld in Prism's sole discretion. Permission for internal transfers will not be granted under any circumstances if Customer is not under a valid Maintenance and Support services subscription at the time of (and the period immediately after) the Customer request.

4.2.h.5 Prism will, in its sole discretion, make the final determination as to the number of copies of the Licensed Product that Customer must license in order to provide adequate copies for Customer's personnel and authorized subcontractors. Prism will make allowances for testers and will not count computers that constitute dedicated build machines.

4.2.h.6 Notwithstanding the limitations of Section 4.2.h.2 and the requirement of Section 4.2.h.4, Prism may allow Customer to have all or some subset of Customer's properly licensed copies of the Licensed Product designated as "floating copies" that are not dedicated to any specific End-User; however, Customer must first agree to pay a premium license fee for the right to so designate such floating copies and sign a written agreement to that effect. Prism reserves the right to grant this special right in its sole discretion.

4.2.h.7 Customer acknowledges that any breach of this Section 4.2(h) shall constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.

(i) Developer Licenses: Prism generally makes the Licensed Programs available to its customers on a per-developer basis, which are referred to as "Developer Licenses". Developer Licenses require an annual subscription to remain valid. Developer Licenses will only be made available to Customer in Prism's sole discretion and only when the number of such developers is finite and readily ascertainable.

(j) Community Licenses are subject to the further restrictions set forth in this Section 4.2(j).

4.2.j.1 Community Licenses are not available to any government agency or any quasi-government agency regardless of the size of such agency or its budget.

4.2.j.2 Community Licenses may be used by individual End-Users for any legal purpose, including commercial use, subject to each limitation set forth in this Agreement. Individual End-Users may not use any Licensed Product licensed under the Community License on behalf of any entity or organization unless the entity or organization would itself qualify for Community Licenses under the financial test set forth below.

4.2.j.3 In order to qualify for a Community License, an entity or other organization must meet all of the following requirements:

4.2.j.3.1 An entity or organization must have gross annual revenues of less than one million United States dollars (USD $1,000,000), or equivalent in foreign currency, during each year that Customer desires to remain a licensee under a Community License. Prism reserves the sole right to make a final determination as to whether Customer shall initially qualify for, and subsequently maintain, the right to hold a Community License. For the purpose of determining and maintaining eligibility for a Community License, there shall be absolutely no exceptions made when determining gross annual revenues. If an entity or

organization is controlled by another entity or organization, the controlling entity or organization must also meet the gross annual revenue requirement when aggregating all such entities owned or controlled by the parent entity or organization. Community Licenses can also be used by non-profit organizations with an annual total budget of less than one million United States dollars (USD $1,000,000) or equivalent in foreign currency.

4.2.j.3.2 An entity organization may not have more than five (5) total developer End Users. No entity or organization may hold more than five (5) Community Licenses at any given point in time. Holding more than five (5) Community Licenses at any point in time will automatically make the entity or organization ineligible for Community Licenses from that point forward, and the entity or organization shall remain ineligible even if the number of Community Licenses should subsequently fall back under this numerical limit.

4.2.j.4 Prism reserves the right to request, and Customer shall promptly provide, all reasonable cooperation to verify Customer's eligibility for obtaining and/or maintaining Community Licenses, including access to validating documentation as needed.

4.2.j.5 Community Licenses are non-transferable under any and all circumstances.

4.2.j.6 Customer cannot use Community Licenses to provide services on behalf of another entity or organization unless the entity or organization to which the service is provided is also eligible for Community Licenses under the terms set forth herein.

4.2.j.7 Community Licenses do not require renewals as the license will continue to be valid perpetually so long as the Customer continues to be eligible to hold a Community License under the terms of this Section 4.2.l.

4.2.j.8 If Customer becomes ineligible as set forth herein to continue as a licensee under a Community License, Customer shall immediately notify Prism of such occurrence and upgrade to a standard commercial license (whether a Developer License, site license, division license, or global license as circumstances dictate). Failure to notify Prism within sixty (60) days of eligibility constitutes a material breach of the Agreement.

4.2.j.9 Community Licenses <u>never</u> include access to source code editions of the Licensed Product. Customers that desire a source code edition of a Licensed Product must upgrade to a Commercial Plus license.

4.2.j.10 The Licensed Product licensed under the Community License is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall Prism be liable for any claim, damages, or other liability, whether in an action of contract, tort, or otherwise, arising from, out of, or in connection with the Licensed Product or the use or other dealings in the Licensed Product when licensed under a Community License.

4.2.j.11 Prism reserves all rights and shall be solely able to determine the eligibility for any Customer to obtain and hold a Community License. In the event an individual or organization is found to be ineligible, such individuals or organizations shall immediately cease use of the Community License or upgrade to a commercial license.

(k) Electronic Delivery. All Licensed Programs and Documentation shall be delivered by electronic means unless otherwise specified in a separate written agreement. A Licensed Program shall be deemed to have been delivered when it is made available to Customer for download.

(l) Prism reserves all rights to the Licensed Product not specifically granted herein.

4.3 Prism provides optional samples of code created with the Licensed Product; however, such optional samples of code are not part of Prism's Licensed Products and are only made available for the purpose of demonstration. Prism does not provide products shown in the sample other than the Licensed Product and does not provide a warranty of any kind related in any way to such sample code. Prism does not provide indemnification for any optional sample code. Prism does not provide endorsement of any kind to any

product or technology shown in the optional sample code.

5. **Title:** No title to or ownership in the Licensed Product is transferred to Customer. Title to and all applicable rights in patents, copyrights, trademarks, and trade secrets in the Licensed Product shall remain in Prism or third parties from whom Prism has obtained rights to license the Licensed Product. The Licensed Product provided hereunder, including the ideas, concepts, know-how, and technology contained therein, is proprietary and confidential to and contains trade secrets of Prism and its Vendors, and Customer agrees to be bound by and observe the proprietary, confidential, and trade secret nature thereof as herein provided. Customer agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Licensed Product to fulfill its obligations hereunder. Except as may be permitted in writing by Prism, Customer shall not provide, or otherwise make available, the Licensed Product or copies thereof to any third party.

6. **Term and Termination:**

6.1 The rights licensed under this Agreement pertain to a subscription-based license of the Licensed Product. The duration and terms of this license subscription will be specified at the time of purchase or renewal. Under this subscription license, Customer is granted the rights to create and distribute compiled binaries that (i) incorporate or depend on the Licensed Product, (ii) are created during an active license subscription period, and (iii) do not and have not violated the limitations of Section 4.2(f). However, Customer's rights to create and distribute these binaries are valid only during the period in which the license subscription is active. Separate from the license subscription, Customer may also opt for a Maintenance and Support services subscription as detailed in Section 10. This service typically has a duration of one (1) year and is subject to renewal at Prism's sole discretion. The rights to modify binaries that are incorporated in Customer's products and receive associated support are contingent upon maintaining an active Maintenance and Support services subscription, as further outlined in Section 4.2(f). Customer acknowledges and agrees that all rights licensed under this Agreement are subscription-based and no rights provided hereunder are perpetual.

6.2 Prism shall have the right to terminate Customer's license if Customer fails to pay any required license fee(s) or otherwise fails to comply with the license terms and conditions set forth herein.

(a) In the event that Customer's failure to comply is not payment-related, Prism shall give written notice to Customer of such default, and if such default has not been remedied within thirty (30) days after such notice, the license granted hereunder shall terminate.

(b) In the event that Customer has failed to pay any required fee(s), whether an initial license fee or fee for additional licenses, maintenance, subscriptions, or any other services, Prism shall give written notice to Customer of such default, and if such default has not been remedied in full within five (5) days of such notice, all licenses granted hereunder are hereby automatically revoked without further notice. Once any licenses are revoked for failure to pay license fees, all redistribution of the Licensed Product, including under prior agreements, shall be strictly prohibited. Prism shall not be required to give any written notice in the event that Customer's material breach of this Agreement results in the immediate termination of the license granted under this Agreement.

6.3 Customer agrees that it shall, upon (i) expiration of this Agreement or (ii) upon termination of the licenses granted hereunder by Prism due to Customer's default or material breach of the terms of this Agreement or (iii) upon expiration or termination of any site, division, or global license, Customer shall immediately return or destroy the Licensed Program(s) and copies thereof as directed by Prism and, if requested by Prism, to certify in writing as to the destruction or return of the Licensed Product and all copies thereof.

6.4 Customer acknowledges and agrees that in the event of the termination of this Agreement, Customer will no longer have the right to possess the Licensed Assemblies, and subsequently cannot distribute any software code or application that includes the Licensed Product. For the avoidance of doubt, it is understood and agreed that an improper re- distribution of the Licensed Assemblies or Licensed Products (as incorporated into a Customer product) shall not under any circumstance permit or excuse any subsequent re-distribution. An improper re-distribution includes, but is not limited to, a re-distribution that occurs after the expiration or termination of this Agreement, whether due to Customer's breach due to unlicensed or under-licensed use of the Licensed Product or failure to maintain an active Developer License subscription, or otherwise. Additionally, Customer acknowledges and agrees that upon termination of this Agreement, Customer will remove all Licensed Products and Licensed Assemblies from any Customer product or other software that is

used internally within Customer's organization (including that of its subsidiaries and affiliates).

6.5 Customer acknowledges and agrees that any of the following actions are deemed material breaches of this Agreement: (i) creating modified binaries that are incorporated in a Customer product while Customer is not under a valid Developer License subscription; and (ii) re-distributing any Customer product or other software that include any modified binaries in any part of the Customer product (or other software) that incorporates Prism Licensed Products created at a time when Customer was not under a valid Developer License subscription. For the avoidance of doubt, Customer acknowledges and agrees that it may not make any changes, fix any bugs, create any new versions, or otherwise modify any Customer product that includes or depends on the Licensed Product unless Customer is currently operating under a valid Developer License subscription.

6.6 Sections 5, 7.1, 8, 10, 15, and 16 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

7. Warranty:

7.1 THE LICENSD PROGRAM(S) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED. PRISM DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. PRISM DOES NOT WARRANT THAT THE LICENSED PROGRAM(S) WILL BE BUG-FREE OR ERROR-FREE. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY WARRANTIES OTHER THAN THOSE EXPRESSLY STATED HEREIN.

8. Use of Licensed Program(s) and Limitation of Liability:

8.1 The Licensed Program(s) are tools that are not intended to replace the professional skills and judgment of Customer and its employees, agents and consultants. Customer alone shall be responsible for the accuracy and adequacy of information and data furnished for processing and any use made by Customer of the output of the Licensed Program or any reliance thereon by Customer or users of Customer products. Customer shall also be responsible for the continued operation and maintenance of the computer equipment and the third-party software used with the Licensed Program. For these reasons, Customer agrees to be solely responsible for the design, repair, and configuration of Customer's equipment, machinery, systems, and/or products. Customer assumes all risks and liability for results obtained by the use of and/or implementation of the designs developed by Customer that are in any way influenced by the use of the Licensed Program(s) or the provision of services, whether such designs are used singly or in combination with other designs or products. Customer shall protect, indemnify, hold harmless, and defend Prism of and from any loss, cost, damage, or expense, including attorneys' fees, arising from any claim asserted against Prism that is in any way associated with the matters set forth in this Section 9.1.

8.2 Without limitation of Section 9.1 above, the liability of Prism for any claim relating to the subject matter of this Agreement, regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Prism, shall be limited to the total of all amounts Customer has paid to Prism for the Licensed Program(s) or services that are finally determined by a court of competent jurisdiction to have caused damages or that are related to the cause of action. The limitation of liability hereunder shall be further limited to the amounts received by Prism from Customer in the twelve (12) month period preceding the date that Customer provides Prism with written notice of such claim. In no event shall Prism be liable for any incidental, indirect, exemplary, special, or consequential damages including, without limitation, loss of use, loss of profits, or other consequential damages, even if Prism has been advised of the possibility of such damages. No action, regardless of form, relating to the transactions under this Agreement may be brought by Customer more than one (1) year after the event giving rise to the cause of action has occurred. For the avoidance of doubt, Prism assumes no liability whatsoever under any circumstances that may arise from a claim of patent infringement against Customer or a licensee of Customer's products.

8.3 Customer acknowledges and agrees that Prism disclaims and therefore accepts no liability, in any form, for any claim relating to any open source software. Further Customer acknowledges and agrees that Prism shall have no liability, in any form, for any data loss caused by Customer's use of any open source software in any

manner or form.

9. Maintenance and Support:

9.1 Maintenance and Support services are included under all <u>division licenses, and global</u> <u>licenses</u>. For all Developer Licenses, Maintenance and Support services subscriptions are available from Prism for an additional charge. Maintenance and Support services subscriptions are provided in accordance with the terms of Prism then-current support and maintenance policies. A current version of those policies is available from Prism upon request. In the event that Customer declines to purchase and initiate Maintenance and Support services subscriptions at the time of installation of the Licensed Program, or in the event that Customer allows Maintenance and Support service coverage to lapse for any period of time, Customer agrees that (i) Maintenance and Support service fees will be due, upon the resumption of Maintenance and Support services, for any period during which Customer previously declined to purchase Maintenance and Support services; and (ii) Customer must pay an upgrade fee to update the Licensed Program(s) to the then-latest version. Failure to maintain a Maintenance and Support services subscription will limit Customer's right to use the Licensed Programs to create and re-distribute modified binaries for Customer's product(s) as set forth in Section 4.2(f).

9.2 Prism requires that each copy of the Licensed Program be assigned to an individual End-User for the purpose of efficiently providing Maintenance and Support services. Accordingly, Customer acknowledges and agrees that it will be required to provide information to Prism that Prism reasonably requests to identify each individual End-User in order for Prism to provide such Maintenance and Support services under a Maintenance and Support services subscription.

9.3 In certain instances, Customer may have properly obtained Developer Licenses rather than a site license or an enterprise license, but subsequent to the procurement of such Developer Licenses, Customer's actual use of the Licensed Programs may increase to the extent that a site license, division license, or a global license is more appropriate. Accordingly, Prism reserves the right to make a determination as to whether or not the provision of a Maintenance and Support services subscription for existing Developer Licenses continues to be appropriate under the circumstances applicable to any given Customer, and reserves the right, in its sole discretion, to require a given Customer to procure a site license, division license, or global license for the continuation of such Maintenance and Support services subscriptions for such previously procured Developer Licenses. For the avoidance of doubt, Prism reserves the right to refuse to renew any given Maintenance and Support services subscription at its sole discretion.

9.4 Prism reserves the right, in its sole discretion, to limit or suspend the provision of services under a Maintenance and Support services subscription in the event that Prism determines that Customer is abusing its Maintenance and Support services subscription. Examples of such abuse include, but are not limited to, (i) Customer personnel making excessive use of Prism support resources, (ii) Customer personnel making unreasonable demands of Prism support personnel, (iii) Customer maintaining a number of Maintenance and Support services subscriptions that is fewer than the number of Licensed Products originally licensed or that is currently in use by Customer's personnel, or (iv) Customer maintaining only a single or small number of valid Developer License(s) for a given Licensed Product while allowing multiple End-Users to share fixes and support services obtained by other End- Users.

9.5 Maintenance and Support services are provided to Customer only, and a Maintenance and Support services subscription is valid only between Customer and Prism. Accordingly, all help tickets, or route maintenance and support requests, must be submitted by Customer and may not be submitted by any third party on behalf of Customer. This prohibition against the use of third parties includes, but is not limited to, (i) Customer's use of a third party to submit help tickets on Customer's behalf, (ii) Customer submitting a help ticket on behalf of a third party, (iii) Customer using a third party to submit a request for support. Further, Customer cannot use any third party to provide maintenance, support, or updates to the Licensed Product or any Customer product or other software application that incorporates the Licensed Product; all Maintenance and Support services must be obtained directly from, and only from, Prism. Customer acknowledges that any breach of this Section 10.5 will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.

10. Confidentiality and Proprietary Rights:

10.1 Under no circumstances will Prism request, nor does Prism knowingly accept, any information that can or could be considered to constitute personally identifiable information ("PII") under any law or statute.

10.2 Prism provides no protection, no indemnity, and no guarantees or warranty, of any kind, if You provide PII to Prism. You further acknowledge and agree that if you send PII to Prism, Prism will treat any such disclosure as a material breach of this Agreement.

10.3 Information and data supplied by either party to the other party may include confidential or proprietary information. Confidential or proprietary information ("**Confidential Information**") means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") pursuant to this Agreement. Confidential Information of Prism includes, but is not limited to, the terms of this Agreement, the Licensed Product, the Licensed Programs, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Licensed Program(s), the Documentation, and pricing information. Confidential Information of Customer includes, but is not limited to, Customer's financial and business information. Confidential Information shall not include information that either party can demonstrate: (i) at the time of disclosure is in the public domain or is otherwise available to the Receiving Party other than on a confidential basis; (ii) after disclosure, becomes a part of the public domain by publication or otherwise through no fault of the Receiving Party; (iii) was disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) is or has been independently developed by the Receiving Party (as evidenced by the Receiving Party's written records) without access to any Confidential Information of the Disclosing Party.

10.4 Each party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence; and (ii) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer, or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order; in such event, however, such party shall if legally permitted inform the other party via telephone, email, or facsimile within a reasonable period of time and, in all events, limit the extent of any such compelled disclosure to the minimum so required.

11. **Export:** Customer acknowledges that the Licensed Product, including the Licensed Assemblies, provided hereunder may be subject to the export control laws, rules, regulations, restrictions, and national security controls of the United States and other applicable foreign agencies (the "**Export Controls**"). Customer agrees to abide by the Export Controls, and that any Licensed Product and Licensed Assemblies licensed hereunder will not be exported (or re-exported from the country where it was first installed), directly or indirectly, separately or as part of a system, sold, leased, or otherwise transferred without Customer, at its own cost, first obtaining all necessary licenses from the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law. Customer acknowledges that it shall be solely responsible for determining the extent of any such licenses required, and for any costs associated with complying with the requirements of this Section 12. Customer hereby (i) represents and warrants that Customer is not an entity or person to which shipment of the Licensed Product or provision of the Maintenance and Support services, is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export, or otherwise transfer the Licensed Product to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of the Licensed Product is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles, or chemical or biological weapons. Customer shall, at its expense, defend Prism and its affiliates from any third party claim or action arising out of any inaccurate representation made by Customer regarding the existence of an export license, Customer's failure to provide information to Prism to obtain an export license, or any allegation made against Prism due to Customer's violation or alleged violation of the Export Controls (an "**Export Claim**") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Prism's costs of responding to any such Export Claim.

12. **Government Contracting:** If the Licensed Product is used in connection with providing goods and/or services to the United States government or other government agency or entity contracting or subcontracting services,

Customer shall ensure that no government agency or entity shall acquire any rights of any nature in the Licensed Program(s). Notwithstanding the foregoing, Customer may freely license its Customer products that include Licensed Assemblies subject to Customer's compliance with all of the limitations set forth in this Agreement.

13. **Taxes:** The License Fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of all national, state, regional, local, municipal, or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customs duties, and registration fees now in force or enacted in the future, and all such taxes and fees, except taxes based on Prism's net worth, capital, or net income, shall be paid directly by the Customer, or if paid by Prism, Customer will reimburse Prism.

14. **Notice:** Any notice or other communication given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by U.S. Mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice to the other, may change any name or address to which future notice shall be sent.

15. **Audit:**

    15.1 **General Audit:** Customer shall prepare and maintain, in accordance with sound, generally accepted accounting practices, complete and accurate books of account and records (specifically including, without limitation, the originals or copies of documents supporting entries in the books of account) covering all transactions arising out of or relating to this Agreement. Prism, and at its discretion its duly authorized independent certified public accountant, shall have the right, no more than twice per calendar year, during regular business hours, during the period of time that Customer possesses any copy of the Licensed Product, and for two (2) years thereafter, to audit said books of account and records and examine all other documents and materials in the possession or under the control of Customer with respect to the subject matter and the terms of this Agreement. All such books of account, records, and documents shall be kept available by customer for at least two (2) years after the last copy of the Licensed Product has been deleted or destroyed and certification of the same has been provided to Prism. If the result of any audit of Customer's books and records demonstrates that Customer's payments were less than the amount which should have been paid, Customer shall make payment of any discrepancy revealed by said audit within fifteen (15) days after Prism's demand therefore and, if the discrepancy is in amount equal to three percent (3%) or more of the payments made with respect to payments due hereunder, Customer shall reimburse Prism for the cost of such audit.

    15.2 **Under-licensing / Verification of End-Users:** As set forth in Section 4.2 above, each individual End-User must have an assigned copy of the Licensed Product. Prism reserves the sole right to make a determination as to how many End-Users a Customer has, and to require Customer to obtain additional copies of the Licensed Product if in Prism's sole opinion Customer was previously under-licensed. In addition, the cost of a Maintenance and Support Services subscription is dependent upon the number of End-Users that exist at the time such Maintenance and Support Services subscription is renewed. Therefore, Customer acknowledges and agrees that it must cooperate with Prism in providing whatever information Prism reasonably requires in order to determine the size of Customer's development teams without necessitating that Prism make on on-site audit as allowed under Section 16.1 above. Failure to provide such cooperation is a material breach under this Agreement that is not subject to cure, and Prism reserves the right to immediately and without further notice terminate all rights licensed under this Agreement for such breach.

16. **General:**

    16.1 Customer may not assign any of its obligations, rights, or remedies hereunder and any such attempted assignment shall be null and void.

    16.2 The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the complete understanding between the parties with respect to the subject matter herein and supersedes all proposals, all previous negotiations and agreements, written or oral, express or implied, between the parties with respect to the subject matter herein. This Agreement may not be waived, altered, amended, or modified except in writing, directly referencing the Agreement, and signed by authorized representatives of both parties.

    16.3 It is expressly agreed that the parties are acting hereunder as independent contractors. Under no

circumstances shall any of the employees of one party act on behalf of, or be deemed the employees of, the other party for any purpose.

16.4   Prism shall have the right, but no obligation, to use Customer's name and Customer's logo in a list of Prism's licensees. Such list of licensees will only identify Customer by name and/or logo, but will not make any statement about the relationship between Prism and Customer without Customer's permission.   Prism will remove Customer's name from any such list upon sixty (60) days' written notice from Customer.

16.5   Customer acknowledges and agrees that Prism shall have the right, but no obligation, to provide communication to the Customer, in multiple forms, to include email, without a violation of any email regulation or law, including but not limited to the CAN-SPAM Act of 2003 or similar laws and/or regulations. Customer may opt out of receiving marketing emails by contacting support@prismlibrary.com.

16.6   If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

16.7   The obligations of Customer under Sections 5, 10, 11 and 12 hereof are of a special and unique character which gives them a peculiar value to Prism and its Vendors for which neither Prism nor its Vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Prism and its Vendors shall, in addition to other remedies which may be available, each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.

16.8   Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three (3), with one (1) arbitrator being named by each party and the third arbitrator being chosen by the other two (2) arbitrators. The place of arbitration shall be Cheyenne, Wyoming, and the laws of Wyoming shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16.9   This Agreement shall be governed by the substantive laws of the state of Wyoming without regard to any conflict of law provisions. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, or by the Uniform Commercial Code, the application of which is expressly excluded. The parties agree that sole jurisdiction and venue for any dispute relating to this Agreement shall be in a federal or state court located in Laramie County, Wyoming.

16.10 This Agreement shall be binding on you by your clicking on the "YES" button. If the parties hereto execute this Agreement in writing by an exchange of faxed signed copies hereof, it shall be binding by such exchange of signed copies. In the event of such an exchange, this Agreement shall become binding on both parties and shall constitute admissible evidence of the existence and binding effect of this Agreement.

16.11 The terms and conditions of this Agreement apply to any and all Vendor software included with or imbedded in the Licensed Program(s).

IF YOU DO NOT AGREE WITH THE ABOVE TERMS AND CONDITIONS, DO NOT DOWNLOAD OR INSTALL THE LICENSED PRODUCT.

YES I agree to be bound by the terms and conditions of this License Agreement.

NO I decline to be bound by the terms and conditions of this License Agreement.

SOFTWARE LICENSE AGREEMENT

Schedule A

Licensed Assemblies

Assemblies that are redistributable

Assembly name	Redistributable
Prism.dll	Yes
Prism.Events.dll	Yes
Prism.Wpf.dll	Yes
Prism.Forms.dll	Yes
Prism.Forms.Regions.dll	Yes
Prism.Uno.dll	Yes
Prism.Maui.dll	Yes
Prism.Maui.Rx.dll	Yes
Prism.DryIoc.Wpf.dll	Yes
Prism.DryIoc.Uno.dll	Yes
Prism.DryIoc.Forms.dll	Yes
Prism.DryIoc.Maui.dll	Yes
Prism.Unity.Wpf.dll	Yes
Prism.Unity.Forms.dll	Yes
Prism.Container.Abstractions.dll	Yes
Prism.Container.DryIoc.dll	Yes
Prism.Container.Grace.dll	Yes
Prism.Container.Microsoft.dll	Yes
Prism.Container.Unity.dll	Yes
Prism.Magician.dll	Yes
Prism.Plugin.Essentials.dll	Yes
Prism.Plugin.Essentials.Uno.WinUI.dll	Yes
Prism.Plugin.Essentials.Wpf.dll	Yes
Prism.Plugin.Essentials.Maui.dll	Yes
Prism.Plugin.Popups.Maui.dll	Yes