

**END USER LICENSE AGREEMENT (EULA)
FOR ALLOCORE SOFTWARE-AS-A-SERVICE (SaaS or PaaS) SOLUTION**

Effective Date: 1/12/2024

This End User License Agreement (“Agreement”) governs the use of services or solutions (“Services”) of Allocore (“Allocore”) that are sold by Carahsoft Technology Corp. or its affiliates (“Carahsoft” or “Partner”). Carahsoft and an entity purchasing Services (“End User”) will enter in an ordering document or other agreement for such purchase (“Order”) that references this Agreement. This Agreement will thereby be deemed incorporated within, and a part of, any such Order.

This End User License Agreement (the “Agreement”) is entered into by and between Summit Technology Consulting Group, LLC (D/B/A Allocore) a Pennsylvania corporation with its principal place of business at 5050 Ritter Road, Mechanicsburg, PA 17055] (“Company” or “Licensor”), and the entity using the SaaS product (“You” or “End User”).

BY EXECUTING A WRITTEN ORDER FOR THE ALLOCORE SOFTWARE-AS-A-SERVICE (“SaaS”) SOLUTION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE, PURCHASE OR OTHERWISE ENGAGE WITH THE SERVICE.

1. Grant of License

1.1 License Scope: Licensor grants You a non-exclusive, non-transferable, revocable right to access and use the Allocore SaaS solution solely for your internal purposes in supporting government systems or related use cases.

1.2 Authorized Users: Access is restricted to authorized employees, agents, and contractors who act on behalf of You or Your organization and comply with the terms herein.

2. Restrictions

2.1 Prohibited Actions: You may not:

- (a) Reverse engineer, decompile, or disassemble the SaaS solution.
- (b) Use the SaaS solution for purposes unrelated to authorized government systems.
- (c) Rent, lease, sublicense, distribute, or sell access to the SaaS solution.

2.2 Compliance with Laws: You must comply with all applicable local, state, federal, and international laws, including data protection and privacy laws.

3. Government-Specific Clauses

3.1 Federal Acquisition Compliance: If this Agreement is subject to U.S. federal procurement laws, the SaaS solution is provided as a “commercial item” as defined in FAR 2.101.

3.2 Data Ownership: Data created or uploaded by government entities during the use of the SaaS solution remains the property of the respective government entity.

3.3 Hosting Requirements: The SaaS solution is hosted in compliance with government security standards, including FedRAMP, FISMA, CMMC.

4. Term and Termination

4.1 Term: This Agreement begins upon Your first use of the SaaS solution and continues until terminated or as otherwise dictated by the commercial terms of our purchase.

4.2 Termination: When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Licensor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

4.3 Effect of Termination: Upon termination, You must cease all use of the SaaS solution and ensure any access credentials are deactivated.

5. Confidentiality and Data Security

5.1 Confidentiality: Both parties agree to protect each other’s confidential information.

5.2 Data Security: Licensor implements industry-standard security measures to protect government data hosted within the SaaS solution.

5.3 Incident Reporting: Licensor will notify You of any data breach or security incident within twenty-four (24) hours in accordance with applicable law.

6. Liability and Warranty Disclaimer

6.1 Warranty Disclaimer: Licensor warrants that the SaaS solution will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with SaaS solution’s written materials accompanying it. Except as expressly set forth in the foregoing, The SaaS solution is provided “AS IS” without warranties of any kind.

6.2 Limitation of Liability: Licensor’s total liability under this Agreement shall not exceed the fees paid by You during the preceding period unless otherwise specified.

6.3 Reserved..

6.4 Audit: End User understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, this Agreement, and Partner's obligations under its contracts with its data providers and Partner's internal policies, Partner may conduct periodic reviews of End User's use of the Services and may, upon reasonable notice, and subject to Government security requirements, audit End User's records, processes and procedures related to End User's use, storage and disposal of Services and information received therefrom. End User agrees to cooperate fully and promptly with any and all audits. Violations discovered in any review and/or audit by Partner will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Services in accordance with the Contract Disputes Act, legal action, and/or referral to federal or state regulatory agencies.

7. Miscellaneous

7.1 Amendments: Licensor may non-materially update this Agreement with a 60-day notice.

7.2 Governing Law: This Agreement is governed by the Federal laws of the United States unless otherwise defined.

7.3 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

ACCEPTANCE

By executing a written order and accessing or using the SaaS solution, You acknowledge that You have read, understood, and agreed to the terms of this Agreement.

CONTACT INFORMATION

If you have any questions about this Agreement, please contact:
Allocore, 5050 Ritter Road, Mechanicsburg PA