

Software agreement

1. Service Level Warranty

Vendor warrants during the Term of this Agreement that the Service will meet a Service Level of 99% uptime. “Uptime” means that the VLogic service is operational and is available to communicate with the Internet at VLogic’s server location.

2. Force Majeure

In accordance with FAR Clause 52.212-4(f), Except for the payment by Customer, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

3. Measurement Interval

Measurement interval will be a Monthly interval. Customer may claim a credit on the next month of service for downtime based on the following table:

Monthly Uptime	Applicable Credit
98.5% to 98.9%	2.5% of monthly user fee
98% to 98.4%	5% of monthly user fee
Below 98.0%	10% of monthly user fee

4. Credit Condition

The credit set forth above shall not apply if the uptime failure is due to (a) Force Majeure events as defined above, (b) scheduled maintenance and system upgrades, or (c) Customer’s misuse of the Services.

5. Customer Files

- a. Customer retains copyright ownership of all drawings or files uploaded by customer to VLogicFM cloud servers. This agreement shall not give VLogic any rights to these same drawings or files, beyond what is required for standard operations of the VLogicFM software functions requested by Customer
- b. VLogic retains all rights, titles, and interest in and to VLogicFM software, all attendant system-generated data, and all other intellectual property comprising and powering the VLogicFM software, including any derivative works thereto. This agreement shall not give Customer any rights to the VLogicFM software, other than as a user of that software, as provided under this agreement. Customer shall not modify, copy, or create derivative works based on the VLogicFM software or any part, feature, or function thereof, (vii) disassemble, reverse engineer, or decompile the VLogicFM software or access it to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, or functions of the VLogicFM software, or (c) copy any ideas, features, or functions of the VLogicFM software; or use the VLogicFM software in any

manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

- c. Subject to Customer's compliance with this agreement and payment of all fees, where customer contracts with VLogic to update customer's drawings, VLogic hereby assigns and agrees to assign copyright ownership of such updates to Customer on a work-for-hire basis.

6. Intellectual Property; Confidentiality

- a. Intellectual Property. VLogic is protected by copyright, trademark, patent, trade secret, and/or other intellectual property laws. Other than the limited licenses contained herein, VLogic does not grant Customer any express or implied rights to use any of such assets.
- b. Confidentiality. Both parties recognize and acknowledge that during the term of the Agreement the parties may be exposed to or obtain trade secrets or other confidential or proprietary information of the other party, and that such information is a unique, valuable and special asset of the disclosing party. Neither party will disclose or use the other party's Confidential Information except for the sole purpose of performing this Agreement, and each party will keep confidential and safeguard such information against unauthorized disclosure to others with at least the same degree of care as it exercises with its own information of a similar nature, but in no event less than reasonable care, for a period of five years after the termination of this Agreement. Both parties agree that they will not, during or after the term of this Agreement: (i) use or appropriate for themselves any trade secret or confidential or proprietary information concerning the other party's business affairs, intellectual property, data, or any related information; or (ii) disclose, demonstrate, publish or otherwise make known any trade secret or confidential or proprietary information concerning the other party's business affairs, intellectual property, data, or any related information (including any party to whom one of the parties owes an obligation of confidence), to any person, firm, company, association or other entity for any reason or purpose whatsoever. Notwithstanding the foregoing, a party may disclose information with the written consent of the other party, or in order to comply with a federal, state or local law or regulation or court order ("Legal Order") (it being understood that the recipient of a court order shall notify the other party promptly upon receipt of such court order, unless such court order prohibits such notification). Furthermore, except for Customer's use of the VLogic Solution and Services in accordance with this Agreement, Customer agrees not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the VLogic Solution. Customer agrees to not mine data, use robots, decompile, employ similar data gathering and extraction methods, or otherwise attempt to discover the source code of any software used in connection with the VLogic Solution. Customer acknowledges that the specific business methods, pricing and technological procedures of VLogic represent confidential information, proprietary information and trade secrets.
- c. Confidential Information will not include information that: (i) the receiving party can demonstrate by written records was already rightfully known to that party prior to its receipt from the disclosing party; (ii) is now, or becomes in the future, public knowledge

through no fault, act or omission of the receiving party; (iii) is independently developed by the receiving party without any use of or reference to the disclosing party's Confidential Information; or (iv) is acquired by the receiving party from a third party having a legal right to so disclose without restriction on such disclosures. VLogic recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

- d. Upon expiration or termination of this Agreement, the party receiving Confidential Information will cease its use and upon request, within thirty (30) days, use commercially reasonable efforts to either (at the option of receiving party) return or destroy (and certify in a timely manner as to such destruction) all Confidential Information of the other party, including any copies thereof. Notwithstanding the foregoing, each party receiving Confidential Information will be entitled to retain copies of Confidential Information to the extent required by law or regulation; provided, that for so long as a party retains any Confidential Information, it shall employ reasonable security measures and shall exercise reasonable care in protecting the confidentiality of such information as it does in protecting its own information similarly recorded or saved and will continue to be bound by the obligations under this Agreement in regards to all such Confidential Information. The parties' obligations under this Section regarding Confidential Information shall survive the expiration or termination of this Agreement, until such information ceases to be confidential information or a protectable trade secret.

7. Term & Termination

- a. The Term of this Agreement shall commence as of the Effective Date and shall continue for the period unless otherwise terminated in accordance with this Agreement. Thereafter, the Term of this Agreement may be renewed for additional consecutive one (1) year periods (each a "Renewal Term") by executing a written order for the Relevant Renewal Term.
- b. Renewals are subject to increase in Software access and unlimited services fees in accordance with the applicable GSA Schedule Contract.
- c. Upon termination, Customer shall pay all amounts due and discontinue use of the VLogic software. All terms of this agreement and SOW which should survive termination shall survive, including, without limitation, all VLogic intellectual property rights.

8. Effect of Termination

- a. Upon receipt of customer's Termination Notice, and upon Customer's specific request, VLogic shall make reasonable efforts to assist that customer to retrieve that customer's drawings files from VLogic during a period of up to 60-days prior to the Expiration Date.
- b. Customer access to VLogic shall terminate on the Expiration Date. Furthermore, VLogic shall not be obligated to retain customer's drawings or data on any of VLogic's servers thereafter.

9. Liability

In no event will VLogic be liable to Customer under any legal or equitable theory, including tort (including negligence), strict liability, and otherwise, for any indirect, incidental, exemplary, special or consequential damages of any type, including lost revenues or profits or loss or breach of data, arising out of or in connection with this agreement, even advised of the possibility of the damage. VLogic's aggregate liability for any and all direct damages shall in no event exceed the amount of fees paid by Customer to VLogic in the prior twelve (12) month period. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

10. Payments

- a. All fees and payments will be paid to VLogic or its authorized reseller as applicable via ACH, unless otherwise authorized.
- b. Payment in full is due upon the Service effective date. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

11. Miscellaneous

- a. We frequently utilize artificial intelligence-based tools trained on a diverse range of data to assist in delivering our services, streamlining our processes, and improving efficiency. By engaging with our services, you acknowledge and agree to our use of AI in our processes and services, including any pass-through terms required by the developers of these AI tools. VLogic recognizes that the use of Government data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without explicit written authorization from the Federal agency contracting officer.
- b. This Agreement and SOW shall supersede all prior agreements, communications, representations and understandings, either oral or written, between VLogic and Customer with respect to the subject matter contained herein. All terms and conditions on any Customer-issued purchase order, order acknowledgment or other documents shall be deemed deleted and of no force or effect. This Agreement and SOW may not be modified except as mutually agreed to in writing, signed by an authorized representative of each party. This Agreement and the Order(s) will be governed by and construed in accordance with the Federal laws of the United States. VLogic is an independent contractor of Customer, and Customer hereby acknowledges that VLogic may engage subcontractors to assist with its performance hereunder, provided that VLogic shall remain liable for the performance and actions of its subcontractors at all times. Nothing herein shall be construed as creating a joint venture, partnership or similar relationship.