

INSIDEOPT COMPANY, LLC – END-USER LICENSE AGREEMENT

("Agreement")

By installing and enabling the InsideOpt Seeker Product you are accepting the terms of this Agreement. The Product will be enabled when you install the license key that is supplied to you by InsideOpt. The "Effective Date" of this Agreement is the date that InsideOpt makes the license key available to you, regardless of when the Product is enabled. The Product is copyrighted and licensed by InsideOpt Company, LLC, a limited liability company, registered in Delaware. This Agreement consists of 1) the following Terms and Conditions; 2) the Licensed Products addendum ("Exhibit A"); and 3) the Support addendum ("Exhibit B").

TERMS AND CONDITIONS

1. DEFINITIONS

- "Error" means any reported and reproducible failure of the Product to perform substantially in accordance with its published documentation.
- "Error Correction" means either a modification or addition that, when made or added to the Product, brings the Product into material conformity with its published documentation, or a procedure or routine that, when observed in the regular operation of the Product, avoids the practical adverse effect of such nonconformity.
- "Material Error" means any reported and verifiable failure of the Product to perform substantially in accordance with its published documentation where this Error prevents use of the Product, or which seriously impacts use of the Product.
- "Order Form" means an Order Form or other similar document issued by InsideOpt and accepted by You that references this EULA and sets forth the applicable Product License(s) and fees.
- "Product" is the InsideOpt Seeker Version 1.0.0 or higher, up to Version 1.0.99 in the form of object code libraries, including all Upgrades and published documentation as further described in Exhibit A, attached hereto and incorporated herein by reference.
- "Upgrades" shall mean any Error Corrections, new Releases (as defined in Exhibit B, attached hereto and incorporated herein by reference), and software modifications or additions, which are provided pursuant to Exhibit B.
- "You" or "Your" or "Licensee" refers to the specific end-user entity, department or division whose name appears on the applicable Order Form for the Product License (defined below). Additional defined terms have the meaning ascribed to them in the body of this Agreement.

2. SCOPE OF RIGHTS

2.1. Grant of License.

InsideOpt grants You a non-exclusive license to the Product (including any Error Corrections, standard enhancements or Upgrades provided under Exhibit B) in machine-readable form. The scope of Your license and usage rights are determined by the type of license that You have selected from the Product License options set forth in Exhibit A (Your "Product License"). You may make a reasonable number of copies of the Product in machinereadable, object code form, for nonproductive backup purposes only.

2.2. Limitations on Use.

You may not use, copy, modify, or distribute the Product, or make any copy, adaptation, transcription, or merge any portion thereof, unless expressly authorized by InsideOpt in a separate written agreement. You may not reverse assemble, reverse compile, translate, or reverse engineer the Product. Your Product License may not be sold, transferred, leased, assigned, or sub-licensed without InsideOpt's prior written consent. If You use, distribute, copy or modify the Product in any way not expressly authorized by InsideOpt, Your Product License shall automatically terminate. The license granted to You in Section 2.1 is conditioned upon Your compliance with Your obligations in Section 2.1, this Section 2.2, and the applicable scope restrictions set forth in Exhibit A.

3. SUPPORT

InsideOpt offers a Support program as set forth in Exhibit B. Support is not available for academic and free licenses.

4. LICENSE FEES

4.1. Payment Terms.

Unless otherwise indicated on the invoice, all invoices from InsideOpt shall be due and payable within thirty (30) days of the date of each invoice. Except as provided in Section 5.1 (Warranty) and Section 8.2 (Right to Cure), the fees are not refundable. If any fees are not paid when due, InsideOpt may, at its option, charge interest at a rate of one and one-half percent (1½%) per month or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due. InsideOpt will issue a license key that enables the Product for a limited period of time until payment is received by InsideOpt in full. Upon receipt of payment-in-full, InsideOpt will issue a license key for the duration of the term of the applicable Product License.

4.2. Taxes.

You are responsible for sales or use taxes, and state or local property or excise taxes associated with Your licensing, possession, or use of the Product and any associated services.

5. WARRANTIES

5.1. Warranty.

InsideOpt warrants for a period of sixty (60) days after the Effective Date of this Agreement that the Product will perform substantially in accordance with the documentation. InsideOpt does not warrant that the Product will be Error-free in all circumstances. As Your exclusive remedy for any defect or Material Error in the Product, and as InsideOpt's entire liability therefor in contract, tort, or otherwise, InsideOpt agrees to correct such Material Error or defect at InsideOpt's facility by issuing corrected instructions, a restriction, or a work around. If InsideOpt is unable to correct such defect or Material Error after a reasonable opportunity, InsideOpt shall refund the License fees paid for such Product. This warranty does not apply to the free trial version, the free academic version or otherwise to time-limited evaluation versions of the Product, which are provided to You "as is" at no charge.

5.2. Limitation on Warranty.

INSIDEOPT SHALL HAVE NO LIABILITY FOR NEGLIGENCE. IN ADDITION, INSIDEOPT MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND INSIDEOPT SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.3. Limitation of Liability; Exclusion of Consequential Damages.

The cumulative liability of InsideOpt to You for any and all claims relating to the Product and any services rendered under this Agreement shall not exceed the total amount of all License and Support fees paid to InsideOpt for the Product within the prior year. In no event shall InsideOpt be liable to You for any consequential, indirect, special, or incidental damages, even if InsideOpt has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies, but may not be applicable in some jurisdictions.

6. OWNERSHIP

6.1. Ownership.

InsideOpt shall have sole right, title, and interest in and to the Product and all documentation relating to the Product (including its development or its operation, testing or use, and all reports and copies created), and all intellectual property rights associated with the Product (including, without limitation, rights to copyrights, patents, trade secrets, and know-how). This Agreement does not provide You with title or ownership of the Product, but only a right of limited use pursuant to the scope of Your Product License.

7. CONFIDENTIAL INFORMATION

7.1. Confidential Information.

“Confidential Information” means any data or information, oral or written, treated as confidential that relates to either party’s past, present, or future research, development or business activities, including any unannounced products and service(s), and including any information relating to services, developments, product road maps, inventions, processes, plans, financial information, customer lists, forecasts, and projections. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that: 1) is publicly available or in the public domain at the time disclosed; 2) is or becomes publicly available or enters the public domain through no fault of the party receiving such information; 3) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; 4) is already in the recipient’s possession free of any confidentiality obligations; 5) is independently developed by the recipient; or 6) is approved for release or disclosure by the disclosing party without restriction. The receiving party will use the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure or publication of the Confidential Information as the receiving party uses to protect its own Confidential Information of a like nature. The receiving party shall refrain from using, disclosing, or otherwise exploiting any such Confidential Information for any purpose not specifically authorized by the disclosing party.

7.2 Permissible Use of Certain Confidential Information.

Notwithstanding the requirements of this Section 7, any API recording or other model input files used as input to the Product (collectively, “Model Input Files”) provided to InsideOpt by or on behalf of You may be placed by InsideOpt in the InsideOpt internal model library and used by InsideOpt for internal testing, determining and/or benchmarking solutions times for the Product, and improving the ability of the Product to solve such problems, with any resulting modifications in the Product being the sole property of InsideOpt. InsideOpt may copy, download and run the Model Input Files for the purposes set forth in this section. The use of Model Input Files for any

other purpose than described, whether internal or external by InsideOpt or any other party through InsideOpt, shall require the prior consent of the disclosing party. Model Input Files will be held in confidence, as with all other Confidential Information. Model Input Files will be deleted from InsideOpt's model library upon receiving a written request to do so.

8. TERM AND TERMINATION

8.1. Term.

Your Product License will commence on the Effective Date. Perpetual Product Licenses will continue in perpetuity, unless and until terminated pursuant to Section 8.2. Subscription Product Licenses will continue for the subscription period set forth on the InsideOpt Order Form for the Product License, unless and until terminated pursuant to Section 8.2. Subscription Product Licenses will not automatically renew. InsideOpt may send You a proposed Order Form to renew the current Subscription Product License with updated pricing. Such new Order Form will take effect upon mutual written agreement of the parties. When a license renews, InsideOpt may ask you to install new license keys to ensure the continued operation of InsideOpt's products. InsideOpt is not responsible for any losses that result from interruptions in service due to licence key renewals.

8.2. Material Breach.

This Agreement may be terminated: 1) by either party upon a material breach by the other party if the breach has not been cured within thirty (30) days after the breaching party has received written notice thereof; 2) by InsideOpt, upon fifteen (15) days written notice, in the event of any delinquency of Your payment of any amount due hereunder; or 3) by the non-breaching party upon three (3) days written notice in the event of breach of Section 7 (Confidential Information).

8.3. Survival. Notwithstanding the termination of this Agreement for any reason, the rights and duties of the parties under Sections 6 (Ownership) and 7 (Confidential Information) shall survive such termination and remain in full force and effect.

9. EXPORT CONTROLS

The Product delivered to You under this Agreement is subject to U.S. export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside the U.S. You shall abide by all applicable export control laws, rules and regulations applicable to the Product and documentation. You agree that You will not export,

re-export, or transfer the Product or documentation, in whole or in part, to any country, person, or entity subject to U.S. export restrictions. You will not use the Product to benefit, or provide services to, any country, person, or entity subject to U.S. export restrictions. You will not permit any third party to access or use the Product (whether via delivery of on-premise software or provision of the functionality of the Product via hosting services) in violation of any U.S. export restrictions.

You specifically agree not to export, re-export, or transfer the Product or documentation (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the Product back to such country; (ii) to any person or entity who You know or have reason to know will utilize the Product or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You will ensure that all of Your customers and licensees comply with all of Your obligations in this Section 9. You will be liable for any breach of this Section 9 by, or caused by, any of Your customers or licensees.

10. GENERAL

10.1. Assignment.

This Agreement shall not be assignable by You without the prior written consent of InsideOpt.

10.2. Waiver of Construction Against the Drafter.

This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the parties to this Agreement.

10.3. Severability.

In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

10.4. Notices.

All notices or other communications required to be given under this Agreement shall be in writing and delivered either personally, by a reputable overnight courier service (e.g., FedEx or UPS), or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by courier or U.S. mail shall be effective upon their receipt by the party to whom they are addressed.

10.5. Governing Law.

10.5.1 This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware as they apply to a contract made and performed in such state and as if entered into by the residents of such state.

10.5.2 In all cases, the United Nations Convention on the International Sale of Goods shall not apply. The parties also agree that the provisions of the Uniform Computer Information Transactions Act shall not apply.

10.6. Modifications and Waivers.

10.6.1 InsideOpt may amend this Agreement from time to time by posting an updated version at its website (<https://www.OutsideOpt.com/>) or sending You written notice thereof. Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the "Proposed Amendment Date") unless You first give InsideOpt written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Your next Term following the Proposed Amendment Date (unless earlier terminated in accordance with Section 8 herein). Your continued use of the Product following the effective date of an amendment will confirm Your consent thereto. You recognize and agree that InsideOpt's privacy policy and other applicable policies (without limitation) are not incorporated into this Agreement, and InsideOpt may revise them at any time in its sole discretion, with or without following the procedures of this Section 10.6.1.

10.6.2 Except as set forth in 10.6.1, this Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasion unless expressly agreed in writing. The parties agree that no use of trade or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

10.7. Force Majeure.

Neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond the parties' reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such delay, either party may defer any delivery dates for a period equal to the time of such delay. Notwithstanding the foregoing, if either party is in default under this Section for more than forty-five (45) days, the non-defaulting party may terminate this Agreement.

10.8. No Set Off.

Notwithstanding anything to the contrary in this Agreement, You waive Your right to suspend or set off any payment obligation to InsideOpt on any basis whatsoever.

10.9. Arbitration.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof that fails to settle by mediation, shall be settled by binding arbitration administered by an arbitrator of InsideOpt's choice in accordance with its then current Delaware Rapid Arbitration Act (DRAA), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award monetary damages, injunctive relief, rescission, restitution, costs and attorneys' fees. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator shall not have the power to amend this Agreement in any respect. Notwithstanding the foregoing, the parties agree that this Section does not apply to the breach of provisions set forth in Section 6 (Ownership), and Section 7 (Confidential Information), and that either party may petition a court of law for injunctive relief and such other rights and remedies as it may have at law or equity against breaches of these sections.

10.10. Attorneys' Fees.

In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

EXHIBIT A LICENSED PRODUCTS

InsideOpt commercial licenses can be used for development or deployment (sometimes called "run-time"), or both. It is permissible to use an InsideOpt commercial license for the development of an application and then use that same license to deploy the application, subject only to the specific machine and usage-level limitations and restrictions of the particular Product License You have purchased. Depending on the license purchased, use the Product may be restricted to one specific application.

General License Restrictions Applicable to All Product Licenses: In all cases, licensed Users and Uses are restricted to You and Your employees. In particular, making the Product available over the Internet or similar networking technology to others who are not Your employees ("Hosting") is forbidden except Hosting that otherwise respects the limitations of the Product License is permitted if the Product is embedded in and only accessible through an application developed by You that adds significant additional functionality and does not allow Your end user to formulate and solve arbitrary optimization models.

1. Commercial Product License Options

a. Single-Machine License

This license is locked to a particular physical machine. The license specifies the maximum number of cores (threads) that can be utilized by that use. This license can run on machines with more cores than issued with/for the license. The number of simultaneous users and uses is unlimited.

b. Named-User, Single-Machine License

This license is for a single specific person such as a software developer or analyst. Sharing, transferring, assigning or use of this license by anyone other than the named user is expressly prohibited, nor can the license be used for a shared process or any kind of batch process or background service. The license specifies the maximum number of cores (threads) that can be utilized by that use. This license can run on machines with more cores than issued with/for the license.

c. Time-limited, Distributed Optimization, Floating License

The InsideOpt Product can be installed and run on any machine at your organization for internal use. This license has a specified limit on the number of simultaneous InsideOpt processes that

can be run on the machines of this network. The number of cores to be used for distributed parallel optimization may be limited by the license.

d. Application-Specific License

This license enables the unlimited use of the InsideOpt Product for Your internal use within or in conjunction with a named Application which shall be specified on the Order Form. The duration of an Application-specific License shall be limited to the period specified on the Order Form. The number of cores to be used for distributed parallel optimization may be limited by the license.

e. Container Licensing

To use the InsideOpt Product from within a container (e.g., a Docker Container), Your program will need to use either a (1.c) Floating License or a (1.d) Application-Specific License.

f. Time-limited Evaluation License

These licenses can be of any of the above types 1.a-e, but will have a specified time limit determined at the time the license key is issued (typically six (6) weeks from the date of issue, but the timeframe may vary). A Time-limited Evaluation License is intended to allow You to determine whether the Product is a technical fit for Your project. Accordingly, for this type of license, Your license and usage rights are limited to non-productive, non-commercial use, and the Product may not be used for development purposes.

2. Trial Licenses

Time-limited, free license. The use of this license is restricted to a single person and compute hardware identified during the installation process. This license is for research, development, and evaluation purposes only. It may not be used in commercial applications.

3. Academic Licenses

These licenses are restricted to academic use and all use for commercial purposes is forbidden. You and any users of the Product must be faculty, staff, or students at a degree-granting academic institution.

a. Free Time-limited Named-User, Single-Machine License: The scope of this license is the same as set forth in Section 1.b, with the following additional restrictions: (i) the license will have maximally a six months time limit from the date of installation, and (ii) it must be “validated” by a regular research employee of the academic institution (such as a professor).

b. Note: Support contracts (Exhibit B) are not offered with academic licenses; however, academic licenses are entitled to receive Technical Releases corresponding to their currently licensed Major and Minor Release.

INSIDEOPT SEEKER FUNCTIONALITY AND PLATFORMS BASE FUNCTIONALITY:

The InsideOpt Seeker includes state-of-the-art optimization solvers. The solvers include the capability for distributed parallelism, capable of simultaneously exploiting any number of processors and cores per processor. InsideOpt Seeker is written in C++ and is accessible from Python. We provide an interactive Python interface, objectoriented interfaces for C++ and Python.

PLATFORMS

Supported Platforms are x86-64 macOS and arm64 macOS using Python 3.8.18, 3.9.18, 3.10.13, or 3.11.6. InsideOpt cannot provide Support for an Operating System or Compiler after its end-of-support date.

DOCUMENTATION

The InsideOpt Documentation includes the InsideOpt Seeker User’s Manual and the InsideOpt Seeker Reference Manual, delivered in PDF format.

EXHIBIT B SUPPORT

InsideOpt Product Releases are numbered 'a.b.c', where 'a' is a positive integer, and 'b', and 'c' are non-negative integers. 'a' is the number of the Major Release, 'b' the number of the Minor Release, and 'c' the number of the Technical Release. Support includes the following:

- (1) InsideOpt Products come "as is." Evaluation licenses are provided so You can verify that the software works for your application before purchasing.
- (2) InsideOpt shall make reasonable commercial efforts to correct or devise workarounds for Errors reported by You, and to provide such corrections or workarounds to You when possible. Some Errors will be corrected in a future release of the Product only. Upon discovery of an Error, You agree, if requested by InsideOpt, to submit to InsideOpt a listing of output and any other data that InsideOpt may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
- (2) Support will be provided remotely by electronic communication.
- (3) Licenses will incur a charge of \$300 for a transfer or change in environment that requires the issuance of a new license.

Exceptions.

Support does not cover the following:

- (1) Any problem caused by modifications to any version of the Product not made or authorized by InsideOpt.
- (2) Errors in any versions of the Product that are no longer supported (see Use and Restrictions below)
- (3) Use with a compiler or interpreter not listed in the documentation.
- (4) Use with an operating system not listed in the documentation, including alternate Linux distributions.
- (5) Use of undocumented private APIs
- (6) Custom code beyond calls to the InsideOpt APIs
- (7) Hardware modifications such as overclocking

(8) General system administration tasks, such as managing file permissions and environment variables

(9) Use of third party tools such as databases, application servers, integrated development environments, etc. In these situations, InsideOpt will try to help when possible, but assistance cannot be guaranteed. InsideOpt will not be responsible for delays caused by events or circumstances beyond its reasonable control.

(10) There is no support for academic licenses.

Response Times

As soon as InsideOpt staff receives sufficient detail to isolate or reproduce the Error, InsideOpt staff will start an initial assessment. When the initial estimate is complete, InsideOpt will give an estimated timeframe for resolution, if one can be provided. Business Hours: 09:00 - 17:00 Eastern Time (USA), Monday to Friday, closed on US public holidays.

Use and Restrictions.

Your rights and obligations concerning the use of any Error Corrections or new Product Releases (or any other programming provided by InsideOpt, regardless of its form or purpose) shall be governed by the License Agreement. InsideOpt shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights, patent rights, trade secret rights and other intellectual property rights pertaining thereto), subject only to the License Agreement.

Unless otherwise agreed, You are entitled to use the Product only as authorized under the License Agreement. InsideOpt Product Releases will be supported for a term of three (2) years after the initial release of the corresponding Major Release. For example, Product Release 10.b.c will be supported for three (2) years after Major Release 10.0.0 has been published.