



## END USER LICENSE AND SERVICE AGREEMENT

### Introduction

To use the PARRE SOFTWARE, you must agree to the PARRE End User License and Service Agreement ("Agreement").

### Entering into this Agreement

This is a legal agreement between you ("You") and AEM Corporation ("AEM") for the material accompanying this Agreement, which include(s) computer software, electronic documentation, associated media, and printed materials (collectively the PARRE Software ("PARRE SOFTWARE") and services associated with the PARRE SOFTWARE ("SERVICES"). You must enter into this Agreement by clicking on the "Yes" button in order to use the PARRE SOFTWARE. You agree that this Agreement covers all of Your use of PARRE SOFTWARE from any device. Furthermore, by continuing to use the PARRE SOFTWARE, You agree to be bound by the terms of this Agreement and any new versions hereof. If You do not unconditionally agree to all the terms of this Agreement, do not register for a PARRE SOFTWARE account.

### Copyright

The Program for Analysis of Risk and Resiliency Evaluation in binary form, including all data and programs contained therein, ("PARRE SOFTWARE") is owned by AEM and is protected by United States of America ("U.S.A.") copyright laws, international copyright treaties, and other intellectual property laws and treaties.

### Grant of License

Subject to the terms and conditions in this Agreement, and in consideration of licensing and service fees paid by You, AEM grants You a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, license for You to use the PARRE SOFTWARE and user guide and data exports - written materials ("Written Materials") solely for your internal business purposes in connection with use of the SERVICES or PARRE SOFTWARE during the applicable Initial Subscription Term or then-current Renewal Term. Only individuals who have registered for a PARRE SOFTWARE account, provide certain information (e.g., a valid email address), and agree to this Agreement are eligible to use the PARRE SOFTWARE.

### Account Information; Sharing

**Registration; Username and Passwords.** You may be required to provide information about Yourself to register for and to access or use the SERVICES and PARRE SOFTWARE. You represent and warrant that any such information, including Customer Data, is and will remain accurate and complete, and that the PARRE SOFTWARE has no liability whatsoever for errors and omissions in Your Customer Data. You may also be asked to choose a username and password to access or use the SERVICES and PARRE SOFTWARE. We may reject, or require that You change, any such username or password, in our sole discretion. You are entirely responsible for maintaining the security of Your username and



password, and You agree not to disclose or make Your username or password accessible to any third party. You are solely responsible for maintaining the confidentiality and security of your email address and password and for all activities that occur on or through your account. You will not allow others to access your account. You agree to immediately notify us of any unauthorized access to your account. Under no circumstances will AEM be liable in any way for any data or other content viewed while using the SERVICES, including any errors or omissions in any such data or other content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or other content.

**Prohibition on Sharing.** You may not share an account, Host rights, or any other user rights with any other individual, unless otherwise expressly pre-approved by AEM in writing. You may not share any login credentials or passwords regarding the foregoing with any other individual. You acknowledge that sharing of any such rights is strictly prohibited. Your right to use or access the SERVICES and PARRE SOFTWARE is personal to You and not assignable or transferable. You may not assign or transfer any account, Host rights, or any other user rights with any other individual, except upon (i) an individual termination of employment or relationship with their employer, as applicable, or (ii) AEM's prior express written approval.

## Restrictions on Use

You agree that You will not, directly or indirectly:

- modify, customize, disassemble, decompile, prepare derivative works of, create improvements, derive innovations from, reverse engineer, or attempt to gain access to any underlying technology of the SERVICES or PARRE SOFTWARE, including any source code, process, data set or database, management tool, development tool, server or hosting site;
- knowingly or negligently use the SERVICES or PARRE SOFTWARE in a way that abuses, interferes with, or disrupts PARRE SOFTWARE's networks, Your account, Host rights, or any other user rights, or the SERVICES;
- engage in activity that is illegal under applicable Law, fraudulent, false, or misleading;
- transmit through the SERVICES or PARRE SOFTWARE any material that may infringe, misappropriate, or violate the Proprietary Rights of third parties;
- build or benchmark a competitive product or service, or copy any features, functions, or graphics of the SERVICES or PARRE SOFTWARE;
- use the SERVICES or PARRE SOFTWARE for the development, production, or marketing of a service or product substantially similar to the SERVICES or PARRE SOFTWARE;
- use the SERVICES or PARRE SOFTWARE to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would infringe or violate the Proprietary Rights of any party, or is otherwise unlawful, or would give rise to civil or criminal liability, under any applicable Law;
- upload or transmit any software, Customer Data, or code that does or is intended to harm, disable, destroy, or adversely affect performance of the PARRE SOFTWARE in any way or which does or is intended to harm or extract information or data from other hardware, software, networks, or other users of the SERVICES or PARRE SOFTWARE;
- engage in any activity or use the SERVICES, PARRE SOFTWARE, or your account in any manner

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that could damage, disable, overburden, impair or otherwise interfere with or disrupt the PARRE SOFTWARE, or any servers or networks connected to the SERVICES or PARRE SOFTWARE security systems;

- use the SERVICES or PARRE SOFTWARE in violation of any policy or in a manner that violates applicable Law, including anti-spam, import and export control, intellectual property, privacy, anti-terrorism, anti-bribery, foreign corrupt practices, and any other Laws requiring the consent of subjects of audio and video recordings;
- remove, delete, alter, or obscure any Proprietary Rights notices provided on or with the SERVICES or PARRE SOFTWARE, including any copy thereof;
- make, use, or offer the SERVICES or PARRE SOFTWARE for lease, rent, or sale, or reproduce, resell, distribute, publish, display, assign, transfer, sublicense, lend, use on a timeshare or service bureau basis, or use the SERVICES or PARRE SOFTWARE for any commercial or other purpose that is not expressly permitted by this Agreement;
- make available the SERVICES or PARRE SOFTWARE, or any features or functionality thereof, to any third party for any reason or by any manner, unless expressly permitted by this Agreement or otherwise expressly agreed to in writing by you and AEM;
- use the PARRE SOFTWARE with other access programs; or
- remove or obscure AEM's copyright and/or trademark notices.

If You reside in a jurisdiction which restricts the use of Internet-based applications according to age, or which restricts the ability to enter into agreements such as this agreement according to age and You are in such a jurisdiction and under such age limit, You may not enter into this Agreement and use the PARRE SOFTWARE. By entering into this Agreement, You explicitly state that You have verified in Your own jurisdiction that Your use of the PARRE SOFTWARE is allowed. Any violation of the Restrictions On Use of the PARRE SOFTWARE as described in this section shall result in automatic termination of this Agreement and can potentially result in deeming the liability protections provided by the SAFETY Act, Public Law 107--296, null and void and shall further act to absolve AEM of any obligation or liability to You under The Act.

**Investigation of Use.** AEM may investigate any complaints and violations that come to our attention and may take any action, in its sole discretion, including issuing warnings, suspending or disconnecting the SERVICES or Software, removing the applicable data or other content, terminating accounts or End User profiles, or taking other reasonable actions in its sole discretion.

## Limited Warranty

AEM warrants that the PARRE SOFTWARE will perform substantially in accordance with the Written Materials. AEM does not warrant Internet connectivity, services, or other third party products or services related to the transmission of the PARRE SOFTWARE.

## Disclaimer

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE AND THE WRITTEN MATERIALS ARE PROVIDED TO YOU IN "AS IS" CONDITION WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU BEAR ALL RISK RELATING TO

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QUALITY AND PERFORMANCE OF THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME PORTION OF THE STATED EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY AMONG JURISDICTIONS. AEM DOES NOT WARRANT THAT THE DATA IS IDENTICAL TO AEM'S PUBLICATIONS.

## Limitation of Liability

In no event will AEM be liable for any lost profits or any damages, including direct, indirect, incidental, special, consequential, or any other type of damages, arising out of this Agreement or the use of the PARRE SOFTWARE or the Written Materials even if AEM has been advised of the possibility of such damages. Under no circumstances shall AEM be liable for any loss, cost, expense, or damage to You in an amount that collectively exceeds the license fee. Because some jurisdictions do not allow the exclusion or limitations of liability for consequential or incidental damages, the foregoing limitations may not apply to You.

## PARRE SOFTWARE Term and Termination

This Agreement is effective for a term of one year, unless earlier terminated as provided herein. If You breach any of the terms of this Agreement, AEM may terminate this Agreement and terminate your access to the PARRE SOFTWARE. AEM does not issue refunds for partially used subscriptions.

## Third Party Software

You agree that the PARRE SOFTWARE requires the use of other technology owned and controlled by third parties. Any other third party technology that may be compiled together with the PARRE SOFTWARE will be subject to You accepting a license agreement with that third party. As a condition of using the PARRE SOFTWARE, You agree to the terms of the Licenses listed below, as expressed in the most recent version that exists at the time of Your use. You acknowledge and agree that the Licenses may be updated from time to time.

- Microsoft Azure (Platform and database)
- Stripe (Payment processor)
- Auth0 (Authentication)
- DUO (Authentication)

## Updates

AEM reserves the right to add or remove features or functions to or from the PARRE SOFTWARE, or to provide programming fixes, enhancements, updates and upgrades, to the PARRE SOFTWARE (collectively "Updates").

## Privacy and Data Protection

As a condition of using the PARRE SOFTWARE, You agree to the terms of the AEM Privacy Policy, as expressed in the most recent version that exists at the time of Your use. You acknowledge and agree that the AEM Privacy Policy may be updated by AEM from time to time. The AEM Privacy Policy is

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available at <http://www.aemcorp.com/privacy-policy>. You also understand and agree to accept emails from AEM pertaining to Your PARRE SOFTWARE account, product upgrades, updates, and new products and SERVICES.

## Government Use

If You are part of an agency, department, or other entity of the United States Government (“Government”), the use, duplication, reproduction, release, modification, disclosure or transfer of the PARRE SOFTWARE is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The PARRE SOFTWARE is a “commercial item,” “commercial computer software” and “commercial computer software documentation.” In accordance with such provisions, any use of the PARRE SOFTWARE by the Government will be governed solely by the terms of this Agreement.

## Export Controls

You will comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control (“OFAC”), or other United States or foreign agency or authority, and You will not export, or allow the export or re-export of the PARRE SOFTWARE in violation of any such restrictions, laws or regulations. By using the PARRE SOFTWARE, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any restricted country, and that You will otherwise comply with all applicable export control laws.

## Other Provisions

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Virginia, U.S.A., without regard to conflict of laws provisions. Any legal action relating to this Agreement shall be brought in a state or federal court having jurisdiction in the Commonwealth of Virginia, U.S.A. Should any provision of this Agreement be held to be void, invalid, unenforceable, or illegal by a court, the validity or enforceability of the other provisions shall not be affected thereby. Failure of AEM to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or the right to enforce such provision. This Agreement constitutes the entire agreement between You and AEM concerning the PARRE SOFTWARE.

## Third Party Fees

You are responsible for fees associated with the operation of Your personal computer, such as messaging charges and airtime, and the costs of Internet access.

## Waivers

AEM’s failure to act with respect to a breach of this Agreement by You or others does not constitute a waiver and will not limit AEM’s rights with respect to such breach or any subsequent breaches.



## No Assignment by You

This Agreement is personal to You and may not be assigned or transferred for any reason whatsoever.

## Assignment by AEM

AEM expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

## Electronic Communications and Signatures

You hereby agree to the use of electronic communication in order to enter into agreements and place orders for the PARRE SOFTWARE. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non---electronic) signature or delivery or retention of non---electronic records, to the extent permitted under applicable mandatory law.

## Ownership

You acknowledge that, notwithstanding anything to the contrary herein, the SERVICES, PARRE SOFTWARE and Written Materials are provided to you on a subscription basis, and under a limited license, and not pursuant to a transfer of ownership. You also acknowledge that you have neither obtained nor will obtain any ownership or other right, title, or interest in or to the SERVICES, PARRE SOFTWARE, or Written Materials or any Proprietary Rights relating thereto. Any copies of the PARRE SOFTWARE will remain the exclusive property of AEM. The PARRE SOFTWARE may include code that is licensed to you under third party license agreements, including open source software made available or provided with the PARRE SOFTWARE. Without limiting the generality of the foregoing, AEM owns all right, title, and interest in and to all upgrades, enhancements, new releases, changes, and modifications to the SERVICES or PARRE SOFTWARE, together with all processes, user interfaces, database design and architecture, and “know-how” embodying the SERVICES and PARRE SOFTWARE. Under no circumstances will you be deemed to receive, have, or be granted title to all or any portion of the SERVICES, PARRE SOFTWARE, or Written Materials, title to which at all times vests exclusively in PARRE. None of the SERVICES, PARRE SOFTWARE, or Written Materials, or any component thereof, is or shall be deemed to be a “work made for hire,” as that term is defined in 17 U.S.C. § 101.



## SOFTWARE SERVICES AGREEMENT

### Services

In accordance with the terms herein, AEM will answer general questions about use of the PARRE SOFTWARE and provide technical support (the "SERVICES").

### SERVICES Fee and Expenses

ALL SERVICES FEES ARE NON---REFUNDABLE. Included with the subscription fee for the PARRE SOFTWARE per the License Agreement, You are entitled to 60 minutes of SERVICES (the "MINUTES"). The MINUTES will expire if not used within one (1) year from date of license of the PARRE SOFTWARE. All SERVICES will be expended in 6 minute increments. Once all MINUTES have been expended, You can purchase additional MINUTES in 30 minute increments by contacting [parre@aemcorp.com](mailto:parre@aemcorp.com)

### SERVICES Term and Termination

The SERVICES shall commence on the PARRE SOFTWARE from the date of purchase stated in the License Agreement and continue for the one-year period defined in the License Agreement. The SERVICES shall terminate immediately upon termination or expiration of Your right to use the PARRE SOFTWARE. Upon termination of the Agreement, You will forfeit any remaining MINUTES.

### SERVICES Warranty and Remedies

AEM warrants that it will use reasonable efforts to perform the SERVICES to conform to generally accepted industry standards, provided that:

- a. the PARRE SOFTWARE has not been modified, changed, or altered by anyone other than AEM;
- b. You promptly notify PARRE SOFTWARE Support of Your need for service by calling 855---777--2747 Monday through Friday (excluding Federal holidays) between 9 am and 5 pm EST or by emailing [PARRESupport@aemcorp.com](mailto:PARRESupport@aemcorp.com);
- c. You provide adequate troubleshooting information and access for AEM to identify and address problems; and
- d. all fees due to AEM have been paid.

You acknowledge that the level of support that AEM can provide is dependent upon Your cooperation and the quantity of information that You can provide.

THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS SOFTWARE SUPPORT AGREEMENT, AND THE SERVICES TO BE PROVIDED BY AEM UNDER IT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



## Liability

YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL AEM BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO YOU IN AN AMOUNT THAT COLLECTIVELY EXCEEDS THE LICENSE FEE. YOU ACKNOWLEDGE AND AGREE THAT AEM SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE PARRE SOFTWARE EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Indemnification

YOU WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS AEM AGAINST ANY LOSS, DAMAGE, EXPENSE, OR COST, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM, DEMAND, PROCEEDING OR LAWSUIT RELATED TO YOUR UNAUTHORIZED USE OR MISUSE OF THE PARRE SOFTWARE.

## Right to Work Product

All error corrections, enhancements, new releases of the PARRE Software or Written Materials, and any other work product created by AEM in connection with the SERVICES provided ("Work Product") are and shall remain the exclusive property of AEM, regardless of whether You, Your employees, or Your agents may have contributed to the conception, joined in its development, or paid AEM for the development or use of the Work Product. All such Work Product shall be considered PARRE SOFTWARE and is subject to the terms and conditions contained herein and in the License Agreement.

## Data Backup

PARRE SOFTWARE SUPPORTS FULL BACKUPS ONCE A WEEK AND DIFFERENTIAL BACKUPS EVERY 12-24 HOURS (BASED ON AVAILABILITY OF THE AZURE INSTANCE). YOU ACKNOWLEDGE AND AGREE THAT AEM HAS NO RESPONSIBILITY OR LIABILITY UNDER ANY CIRCUMSTANCE AT ANY TIME FOR ANY LOSS OR CORRUPTION OF CUSTOMER DATA, SOFTWARE OR HARDWARE THAT MAY ARISE OUT OF THE SERVICES.