



**PLEASE READ THIS AGREEMENT CAREFULLY. THIS IS A BINDING SAAS SERVICES AGREEMENT BETWEEN ALTR SOLUTIONS, INC. (“ALTR”) AND THE COMPANY OR LEGAL ENTITY YOU REPRESENT (REFERENCED BELOW AS “SUBSCRIBER”). ALTR IS WILLING TO GRANT SUBSCRIBER A LIMITED LICENSE TO ACCESS AND USE ALTR SOFTWARE AS A SERVICE (THE “SERVICE”) ON THE CONDITION THAT SUBSCRIBER ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE ACCEPTANCE BOX OR ACCESSING OR USING THE SERVICE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ALL SUCH ACCESS OR USE IS SUBJECT TO THIS AGREEMENT. ANY SUCH ACCESS OR USE WILL CONSTITUTE SUBSCRIBER’S ACCEPTANCE AND WILL RESULT IN A LEGALLY ENFORCEABLE AGREEMENT BETWEEN ALTR AND SUBSCRIBER. BY ENTERING INTO THIS AGREEMENT ON BEHALF OF SUBSCRIBER YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUBSCRIBER TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS THE SERVICE. ALTR AND SUBSCRIBER MAY EACH ALSO BE REFERRED TO AS “PARTY” AND TOGETHER, THE “PARTIES”.**

**1. DEFINITIONS AND CONSTRUCTION.**

**1.1. Definitions.** Capitalized terms used in this Agreement shall have the respective meanings set forth in Section 13.

**2. LICENSE.**

**2.1. License.** Subject to the terms and conditions of this Agreement, ALTR grants to Subscriber a non-exclusive, non-sub-licensable, non-transferable right, during the Subscription Term, to use the Service for Subscriber’s internal evaluation and testing purposes.

**2.2. Authorized Users.** The Service may be accessed and used only by Authorized Users. Subscriber shall be responsible for all actions of Authorized Users and their failure to comply with this Agreement.

**3. USE.**

**3.1. Evaluation Use Only.** Subscriber acknowledges that the use of the Service is for evaluation purposes only and is not to be used for any production use cases or any other purpose not authorized by this Agreement.

**3.2. Security.** Subscriber shall take all reasonable steps to ensure that no unauthorized persons have access to the Service and to ensure that no Authorized Users take any action which would be in violation of this Agreement.

**3.3. Configuration.** Subscriber acknowledges that it is the Subscriber’s sole responsibility to configure the Service to act on Subscriber data in a manner that conforms with Subscriber’s rules, applicable laws and regulations, and reasonable privacy and security standards.

**3.4. Subscriber Systems.** Subscriber owned and managed systems may interact with ALTR or be interacted with by ALTR. The Subscriber acknowledges that the security and configuration including but not limited to the user access controls and network configuration of these systems remains the responsibility of the Subscriber.

**3.5. Emergency Maintenance.** ALTR reserves the right to perform maintenance at any time that may result in system down time should ALTR determine that the delay of such maintenance would create substantial security risk to ALTR, the Subscriber, or other subscribers, should ALTR determine that the delay of such maintenance poses a significant risk to the stable operation of the Service, or for other purposes for

limited durations in the normal course of using the Service. ALTR will make commercially reasonable efforts to inform Subscriber of such maintenance in advance.

**3.6. Usage and User Information.**

**(a) Data Storage.** ALTR may collect and store usage and user information as described in this Section 3.6. ALTR implements industry best practices in the storage and use of that data including, but not limited to, data tokenization and anonymizing data.

**(b) Usage Reports.** ALTR will generate reports containing details and statistics regarding Subscriber’s use of the Service as well as information related to the performance of the Service. Such reports will be automatically generated and delivered to ALTR. Such reports may be used by ALTR for the purposes of (a) verifying license-related data, (b) analyzing usage data to improve the Service, (c) understanding the Subscriber’s use of the system, and (d) to assist the Subscriber in their use of the Service and understanding the value of the Service.

**(c) Subscriber User Information.** In order to provide authenticated account management, support, improve user experience, and promote the Service, ALTR requires end user contact information including, but not limited to, full legal name of the entity, email address, and contact information. This information is not provided to third parties beyond those used to deliver the Service. This information may also be used to contact the Subscriber to provide information related to the Service, including notifications of events related to ALTR products and services, and to contact the Subscriber to provide the Service for production use.

**4. SUPPORT.**

**4.1. General Support.** While ALTR may offer support for the Service, such support is at the sole discretion of ALTR and ALTR is under no obligation to provide assistance to, or communicate with, any Subscriber.

**5. RESTRICTIONS.**

**5.1. Limitations.** Notwithstanding anything to the contrary in this Agreement, Subscriber shall not, alone, through an



Authorized User, an Affiliate or a Third Party (or allow an Authorized User, an Affiliate or a Third Party to):

- (a) Make the Service available to anyone other than Subscriber and its Authorized Users;
- (b) Offer, use, or otherwise exploit the Service, whether or not for a fee, in any managed service provider (MSP) offering, platform as a service (PaaS) offering; service bureau, or other similar product or offering;
- (c) reverse compile, reverse assemble, reverse engineer or otherwise attempt to discover the source code, object code, or any software, documentation or data related to the Service;
- (d) modify or make derivative works based upon the Service;
- (e) copy or create Internet “links” to the Service or “frame” or “mirror” the Service;
- (f) permit direct or indirect access to or use the Service or content in a way that circumvents any usage limit;
- (g) make copies of ALTR products and services or underlying components;
- (h) remove, obscure, alter or deface any proprietary notice, label or mark in or on ALTR products and services;
- (i) disclose any results of testing, evaluation, or benchmarking of the Service or underlying components to any Third Party;
- (j) deactivate, modify or impair the functioning of any disabling code in the Service;
- (k) circumvent or disable ALTR’s copyright protection mechanisms or license management mechanisms;
- (l) use the Service in violation of any applicable Law or to support any illegal activity or activity that is threatening, damaging to ALTR’s reputation, infringing, fraudulent, libelous, tortious or in violation of Third-Party rights;
- (m) access the Service in order to build or promote software, services, or other products that are competitive in nature to the Service or to use the Service when building, designing, or otherwise contemplating the creation of services, products, or software that would be competitive to ALTR products and services;
- (n) or attempt any of the foregoing.

**5.2. Export.** Subscriber agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Subscriber represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (ii) Subscriber will not (and will not permit any Third Parties to)

access or use the Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Subscriber will not submit to ALTR any information that is controlled under the U.S. International Traffic in Arms Regulations

**5.3. Trademark and Names.** This Agreement does not grant either Party the right to use any trademark, trade name or logo of the other Party in any press release, advertising or promotional material, except that ALTR may use the name and logo of Subscriber in its customer lists and on its website or as otherwise agreed by the Parties.

## **6. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS.**

**6.1. Ownership.** Subscriber acknowledges and agrees that ALTR and its licensors are the owners of all right, title and interest, including all intellectual property rights, in and to the Service, and that Subscriber shall not obtain or claim any ownership interest therein.

**6.2. Non-Distribution of Software.** Subscriber acknowledges that ALTR is not distributing any software to the Subscriber.

**6.3. Analytical Output.** ALTR acknowledges and agrees that Subscriber and its licensors are the owners of all right, title and interest in and to any (a) analytical output generated by Subscriber using Subscriber Data; (b) any code created by Subscriber to generate such analytical output; and (c) all Intellectual Property rights in any of the foregoing, and that ALTR shall not obtain or claim any ownership interest therein.

**6.4. Feedback License.** Subscriber hereby grants to ALTR a non-exclusive, royalty-free, worldwide, irrevocable, perpetual, sub-licensable, transferable license to copy, use, modify, prepare derivative works of, distribute, publicly perform, display and otherwise utilize any Feedback provided by Subscriber.

**6.5. Reporting.** Subscriber shall promptly report to ALTR any actual or suspected breach of this Section 6 and shall take such further steps as may reasonably be requested by ALTR to prevent or remedy any such breach.

**6.6. Relief.** In the event a Party breaches or threatens to breach any provision of Sections 2, 3, 5, 6, 7 or 8 of this Agreement, the other Party shall be entitled to seek injunctive or other equitable relief, in addition to other remedies afforded by Law, to prevent or restrain such breach or threatened breach.

## **7. CONFIDENTIAL INFORMATION.**

**7.1.** Neither Party shall (a) use Confidential Information of the other Party for any purpose other than to exercise its rights or perform its obligations under this Agreement or (b) disclose Confidential Information to any Third Party, except to its officers, directors, employees and consultants who reasonably need to know such information and are bound by obligations of confidentiality consistent with this Agreement. Each Party shall protect Confidential Information of the other Party at least to the extent such Party protects its own information of like nature, but using no less



than reasonable care. In addition, a Party may disclose the existence and terms of this Agreement to its actual or potential investors or financiers that have been informed of the confidential nature of such information and have agreed in writing to be bound by confidentiality obligations no less strict than the confidentiality obligations contained herein. Each Party's Confidential Information shall remain the property of such Party.

**7.2.** The obligations set forth in Section 7.1 shall not restrict any disclosure required by applicable Law or pursuant to the rules of a regulator, as long as the Party that will make such disclosure (a) notifies the other Party prior to making such disclosure, to the extent permitted by applicable Law; (b) cooperates with the other Party to contest such disclosure, at the other Party's expense; (c) seeks confidential treatment, a protective order or the like; and (d) only discloses the minimum amount of Confidential Information required to be disclosed.

**7.3.** Upon the expiration or termination of this Agreement, or the earlier request of the other Party, each Party shall return the other Party's Confidential Information to the other Party, or destroy, and certify in writing the destruction of, such Confidential Information. However, each Party may retain data consistent with its backup and retention practices and one (1) additional copy of Confidential Information to confirm its compliance with this Agreement

## **8. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.**

**8.1.** THE SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT THE SUBSCRIBER'S SOLE RISK. ALTR, ITS AFFILIATES, AND THEIR SUPPLIERS DO NOT WARRANT THAT USE OF THE SERVICE WILL BE UNINTERRUPTED, VULNERABILITY FREE, OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, NOR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH ALTR PRODUCTS AND SERVICES.

**8.2.** THE SERVICE IS PROVIDED "AS IS" "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS.

**8.3.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL ALTR, ITS

AFFILIATES, AND THEIR SUPPLIERS, BE LIABLE TO THE SUBSCRIBER FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE SERVICE OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE SERVICE, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO THE SERVICE. THE SUBSCRIBER AGREES THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF ALTR, ITS AFFILIATES, AND THEIR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL ALTR'S AGGREGATE MONETARY LIABILITY UNDER THIS AGREEMENT EXCEED \$100.00 USD. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SUBSCRIBER ALSO SPECIFICALLY ACKNOWLEDGES THAT ALTR, ITS AFFILIATES, AND THEIR SUPPLIERS ARE NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE SERVICE OR ANY OTHER THIRD PARTIES.

**8.4.** IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE SUBSCRIBER, THE LIMITATIONS WILL APPLY TO THE SUBSCRIBER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **9. INDEMNIFICATION.**

**9.1. Indemnification.** Subscriber agrees to defend, indemnify and hold harmless ALTR, its Affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of The Service by Subscriber. ALTR reserves the right to take over the exclusive defense of any claim for which ALTR is entitled to indemnification under this Section 9.1. In such event, Subscriber shall provide ALTR with such cooperation as is reasonably requested by ALTR.



## 10. TERM AND TERMINATION.

**10.1.** Term. The term of this Agreement shall commence on the date of Subscriber's execution of this Agreement and shall continue for a period of seven (7) days (the "Trial Term"), or upon ALTR's termination of the Service.

**10.2.** Termination. ALTR may terminate this Agreement at any time for any reason by terminating Subscriber's access to the Service.

**10.3.** Effects of Termination.

(a) Except as expressly provided herein, upon any expiration or termination of this Agreement, all rights, licenses and obligations of the Parties shall immediately cease and terminate.

(b) The provisions of Sections 5, 6, 7, 8, 9, 10, 11, 12 and 13, and any accrued obligations, shall survive the termination or expiration of this Agreement in accordance with their terms.

(c) Termination shall be in addition to, and shall not prejudice, any remedy at law or in equity.

## 11. CHANGES TO TERMS.

**11.1.** The terms and conditions contained in this Agreement, or any part thereof, may be modified by ALTR, including the addition or removal of terms at any time.

## 12. MISCELLANEOUS.

**12.1.** Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to access and use of the Service and hereby supersedes and terminates any prior agreements or understandings relating to such subject matter. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either Party unless in writing and signed by duly authorized officers of ALTR and Subscriber.

**12.2.** Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any Law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable, unless such construction would materially alter the meaning of this Agreement.

**12.3.** Assignment. Neither this Agreement nor any rights, obligations or licenses granted hereunder may be assigned or delegated by a Party without the prior consent of the other Party, except in connection with a merger, acquisition or change of control of such Party or with subcontracting in the normal course of a Party's business. This Agreement shall inure to the benefit of the Parties and their permitted successors and assigns.

**12.4.** Notices. Any notice, consent or approval by a Party under this Agreement shall be to Subscriber via email,

or to ALTR via email to [support@altr.com](mailto:support@altr.com). All notices shall be in English and shall be deemed effective on the date of notification when delivered.

**12.5.** Force Majeure. Neither Party shall have responsibility for any failure to perform or delay in performance that results from any action beyond its reasonable control, including acts of war, terrorism, fire, labor actions or actions of the other Party. The affected Party shall notify the other Party promptly after such action.

**12.6.** Reserved.

**12.7.** Third Party Services. ALTR provides the Service using Third Party services and systems (including but not limited to log storage, aggregation, analysis, infrastructure as a service, behavior analytics, and software as a service based support). Such services and systems may store information derived from Subscriber usage and may store a limited amount of information regarding users of the Service, such as name and email address, in order to provide ALTR Products and Services.

**12.8.** Governing Law and Jurisdiction. The validity, construction and interpretation of this Agreement, and the rights and duties of the Parties, shall be governed by and construed in accordance with the Laws of the State of Texas, excluding its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or disputes arising from it. The Parties consent to the exclusive jurisdiction of state or federal courts located in Austin, Texas in connection with any controversy arising out of the operation of this Agreement.

**12.9.** No Waiver. The waiver by either Party of a breach of a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have thereunder, operate as a waiver of any right, power or privilege by such Party.

**12.10.** Independent Contractors; Non-exclusivity. The Parties are independent contractors with respect to each other. The relationship of the Parties is non-exclusive. ALTR may provide the Service to any Third Party, and Subscriber may license software that is similar to ALTR products and services from any Third Party.

**12.11.** No Third Party Beneficiaries. This Agreement shall not benefit, or create a cause of action in or on behalf of, any person other than the Parties.

**12.12.** Future Commitments. Subscriber acknowledges that ALTR has made no commitments or promises orally or in writing with respect to delivery of any future software features or functions except as explicitly stated herein. In relation to any future software features or functions, all presentations, RFP responses and/or product roadmap documents, information or discussions, either prior



to or following the date herein, are for informational purposes only, and ALTR has no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to in writing by both Parties. Subscriber acknowledges that no purchasing decisions are based upon any future software features or functions. The Subscriber acknowledges that ALTR is under no obligation to enter into any future contractual relationship with the Subscriber.

### 13. DEFINITIONS.

**13.1.** “Affiliate” means, as to a Party, such Party’s parent entity, an entity under control of such Party’s parent entity at any tier, or an entity controlled by such Party at any tier, where “control” means the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of fifty percent (50%) or more of the outstanding voting securities or otherwise.

**13.2.** “Aggregated/Anonymized Data” means Subscriber Data that has been aggregated and/or anonymized such that individual record data is reasonably obscured.

**13.3.** “Authorized Users” means employees of Subscriber and its Third Party consultants acting on Subscriber’s behalf who have a need to use ALTR Products and Services to accomplish Subscriber’s internal business purposes and who are bound in writing (a) to protect ALTR Products and Services and the Confidential Information of ALTR and (b) to comply with all restrictions of this Agreement.

**13.4.** “Confidential Information” of a Party means all information or documentation of such Party, whether disclosed to or accessed by such Party in connection with this Agreement, that is identified in writing as confidential, restricted or in a similar manner, or any other information or documentation that is treated as confidential by the disclosing Party, including (a) with respect to Subscriber, any Subscriber Data and (b) with respect to each Party, the terms of this Agreement and any business information, plans, policies or processes; and (c) with respect to ALTR, the Service; provided that, except to the extent otherwise provided by Law, the term “Confidential Information” excludes information that (i) is independently developed by the recipient, as demonstrated by the recipient’s written records, without violating the disclosing Party’s proprietary rights, (ii) is or becomes generally known to the public, other than through unauthorized disclosure, (iii) is already known by the recipient at the time of disclosure, as demonstrated by the recipient’s written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreement between the Parties entered into prior to the Effective Date, or (iv) Aggregated/Anonymized Data.

**13.5.** “Feedback” means any suggestion, enhancement request, idea, Usage Report, system metric, recommendation or other feedback provided by Subscriber or any Authorized User regarding ALTR Products and Services.

**13.6.** “Intellectual Property Rights” means patents, copyrights, trademarks, trade secrets or other intellectual and intangible property rights, including all registrations and applications therefor, and all continuations, continuations in part, divisional applications, and renewals of any of the foregoing.

**13.7.** “Law” means any law, declaration, decree, directive, legislative enhancement, order, ordinance, regulation, rule, guidance or other binding restriction or requirement of a governmental authority, as may be amended, changed or updated from time to time.

**13.8.** “Service” means, collectively, ALTR’s software-as-a-service solution and any associated software, technology and services.

**13.9.** “Subscriber” means the legal entity subscribing to ALTR Products and Services.

**13.10.** “Subscriber Data” means any data or other content provided or used by Subscriber for use in connection with ALTR Products and Services.

**13.11.** “Subscriber Systems” means (a) any software owned or licensed by Subscriber, other than pursuant to this Agreement; and (b) any hardware, equipment or other assets used by Subscriber, including any hosted hardware.

**13.12.** “Subscription Term” means for a seven (7) day period from the commencement of the Term as described in Section 10.1 unless the Parties otherwise agree in writing to extend such Term

**13.13.** “Party” means ALTR or Subscriber, and “Parties” means both ALTR and Subscriber.

**13.14.** “Third Party” means a person or entity that is not a Party or an Affiliate of a Party.

**13.15.** “Third Party Products” means Third Party databases, operating systems, network applications, drivers, and other software and hardware which may be required for Subscriber’s intended use case for, or is otherwise used by Subscriber with, ALTR Products and Services.

**13.16.** “Usage Report” has the meaning set forth in Section 3.6.