UPDATED SEPTEMBER 2025:

This Agreement is entered into by and between **Kinetech Cloud, LLC**, a limited liability company organized under the laws of **Texas**, having principal offices at 110 E Houston St. San Antonio, TX 78205 ("Licensor" or "Kinetech") and **[licensee name]** ("Licensee").

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Kinetech and Licensee may be referred to as a "Party" and collectively as the "Parties".

1. Definitions

- **Acceptance** means confirmation of acceptance by Kinetech to Licensee, which may be evidenced by written notice or by sending an invoice. An **Accepted Order Form** is one that has obtained Kinetech's Acceptance.
- **Affiliate** means, with respect to a Party, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party.
- **Agreement** means this license agreement, together with any of its addenda or exhibits.
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- **Product** means the computer software and any associated data, content, and/or services identified in the applicable Order Form, including any updates, upgrades, or new releases.
- **Proprietary Rights** means all intellectual property and proprietary rights throughout the world, including patents, copyrights, trademarks, and trade secrets.
- **Services** means any Support Services or Implementation Services.
- **Software** means the version of the StruXure.co platform set forth in an Accepted Order Form, in source and binary form.
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- **Update** means any error correction, change, modification, revision or enhancement of the Licensed Software.
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4. Fees and Payment

License fees and, if applicable, fees for Services, are due and payable under this Section 4. Kinetech shall provide Licensee with an invoice for fees promptly after or at the time of

Acceptance of an Order Form. Unless otherwise agreed, Licensee shall pay all undisputed invoices within 30 calendar days. Any late payment may be assessed interest at the rate of 1% compound interest per month or the highest rate allowed by law, whichever is lower.

5. Support and Updates

Kinetech will provide Support Services as described in the Order Form. License fees paid for a license include Support Services during the applicable License Term. During the License Term, Kinetech shall provide or make Updates available to Licensee at no additional cost. If Licensee is entitled to Support Services, Kinetech shall, when and if they become available, provide or make Upgrades available to Licensee at no additional cost.

6. Warranties and Disclaimers

6.1 Warranties

Each Party represents and warrants to the other Party that the execution, delivery and performance of this Agreement is within its powers and has been duly authorized.

6.2 Disclaimer of Warranties

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, KINETECH DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INTERFERENCE, NON-INFRINGEMENT, TITLE, ACCURACY, MERCHANTABILITY, QUALITY, SYSTEM INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. THE LICENSED SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". Kinetech does not warrant that the Licensed Materials will meet Licensee's requirements or that the operation of the Product will be uninterrupted or error-free.

6.3 Limitation of Liability

EXCEPT TO THE EXTENT PROHIBITED BY LAW, AND EXCEPT FOR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY IS LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL,

SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS, OR LOSS OF BUSINESS OR DATA. EXCEPT FOR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY'S AGGREGATE LIABILITY WILL, UNDER NO CIRCUMSTANCES, EXCEED THE FEES PAID OR PAYABLE FOR A YEAR UNDER THIS AGREEMENT TO KINETECH.

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8. Term and Termination

8.1 Term

This Agreement is effective as of the date of Kinetech's Acceptance of an initial Order Form and continues until terminated as permitted herein. The License Term is set forth in the applicable Accepted Order Form.

8.2 Termination for Cause

Either Party may terminate this Agreement for cause by written notice to the other Party if such other Party breaches any provision and such breach is incurable or, if curable, is not cured within 30 days after written notice.

8.3 Effect of Termination

Upon expiration or termination, Licensee must immediately destroy all copies of the Licensed Software and other tangible or intangible data relating to the Licensed Software. Provisions intended to have effect thereafter, such as those related to ownership, confidentiality, and limitations of liability, will survive the expiration or termination of this Agreement.

9. Miscellaneous

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- **Governing Law and Jurisdiction**: This Agreement is governed by and shall be construed and interpreted in accordance with Texas law. The Parties consent to the exclusive jurisdiction of the courts of Bexar County, Texas.
- **Relationship of Parties**: The relationship between the Parties is that of independent contractors.
- **Entire Agreement**: This Agreement, Exhibits, and all Order Forms reflect the entire understanding between the Parties with respect to its subject matter and supersedes all prior communications.
- **Assignment**: Licensee shall not assign or delegate this Agreement without the prior written consent of Kinetech. Kinetech may assign this Agreement to any of its Affiliates.
- **Notices**: All notices must be made in writing. Kinetech's address for notices is: Kinetech Cloud, LLC, 110 E Houston St. San Antonio, TX 78205.
- **Audit**: Licensee will permit Kinetech to review its relevant records to ensure compliance with this Agreement.
- **Confidentiality Period**: The obligations of non-disclosure will expire five years from the date first disclosed, except with respect to any Confidential Information that constitutes a trade secret, for which the obligations will survive as long as it remains a trade secret.
- **Export Compliance**: Licensee shall not, directly or indirectly, export, re-export, or transfer the Licensed Software in a manner that violates export laws. Kinetech may reference Licensee as a customer on its website or in any marketing materials by using Licensee's trade name, trademark, logo and/or symbol, subject to Licensee's brand guidelines.