

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “**Agreement**”) is a legal agreement between you (“**You**”, “**Your**”, or “**Customer**”) and Lucky Penny Software LLC, a Member Managed Limited Liability Company with its principal place of business located at PO Box 596, Round Rock, TX 78680 (“**Lucky Penny**”).

Lucky Penny licenses its products under a subscription model, including a Standard License, a Professional License, and an Enterprise License. Your right to possess, distribute, develop, and/or compile anything that incorporates, is linked to, or compiled with, any given copy of a Lucky Penny software product is set forth in this Agreement. If the subscription expires, the licenses expire, and Customer may no longer use the product.

**IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE LICENSED PRODUCT, INCLUDING THE LUCKY PENNY WEBSITE AND SUPPORT SERVICES RELATED TO THE LICENSED PRODUCT. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION, WAIVER OF CLASS ACTIONS SECTION, UNDER GENERAL CLAUSES. PLEASE READ CAREFULLY.**

Carefully read all of the terms and conditions of this Agreement prior to downloading or installing or using the Licensed Product (as that term is defined below). This Agreement between You and Lucky Penny sets forth the terms and conditions of Your use of the Licensed Product. For the purposes of this Agreement, the effective date of this Agreement shall be the date upon which You click the “YES” button, execute the signature block below, and/or download and/or use the Licensed Product. You acknowledge and agree that only corporations, partnerships, limited liability companies, and other legal entities are authorized to enter into this Agreement, and that no license will be granted to individual users. If You are agreeing to this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity to this Agreement. If You do not have such authority, if you are an individual user, and/or if You do not agree with this Agreement, you may not use and/or download the Licensed Product.

BY CLICKING THE “YES” BUTTON, BY EXECUTING THE SIGNATURE BLOCK BELOW, AND/OR BY DOWNLOADING AND USING THE LICENSED PRODUCT, YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES A BINDING CONTRACT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “NO” BUTTON, DO NOT EXECUTE THE SIGNATURE BLOCK, AND DO NOT DOWNLOAD AND/OR INSTALL OR OTHERWISE USE THE LICENSED PRODUCT.

**IF AFTER READING THIS AGREEMENT YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT LUCKY PENNY PRIOR TO USING THE SOFTWARE PRODUCT VIA EMAIL AT SALES@LUCKY PENNY.COM.**

This Agreement also includes the attached **Schedule A (Licensed Assemblies)**, **Schedule B (Individual Programs)**, and **Schedule C (Optional Samples)** which are hereby incorporated herein by this reference.

1. This Agreement contains the entire understanding of Lucky Penny and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. Entering into this Agreement does not operate as an acceptance of any terms and conditions that conflict with the terms hereof, and the terms of this Agreement shall prevail over any purported conflicting provisions that might appear in any Customer purchase order or any other instruments. In the event Customer believes PO terms apply, then the only remedy is a pro-rated refund.
- 1.1. **Purchases through a Reseller.** Customers who purchase through a third-party Reseller, through Lucky Penny’s authorized merchant of record (currently Paddle.com Market Limited), or through any other authorized storefront or marketplace, expressly acknowledge and agree that Lucky Penny shall have the right to enforce this Agreement against Customer. As between Lucky Penny and Customer, this Agreement governs Customer’s use of the Licensed Product. The terms of Customer’s agreement with a Reseller, merchant of record, or storefront shall have no bearing on Customer’s obligations to Lucky Penny under this Agreement, and, as between Customer and Lucky Penny, the terms of this Agreement shall prevail over any purported conflicting provisions that might appear in any such agreement. Lucky Penny’s acceptance, processing, or fulfillment of a purchase order issued by a Reseller shall not constitute

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Lucky Penny's agreement to any pre-printed or boilerplate terms appearing on such purchase order, except as separately and expressly agreed by Lucky Penny in writing.

- 1.2. **Lucky Penny's Product Structure.** Lucky Penny is a software library distributed via NuGet for installation and execution within Customer's own development and runtime environments. Lucky Penny does not operate service infrastructure that processes, stores, or transmits Customer data, Customer's End Users' data, or Customer's business information in the ordinary course of providing the Licensed Product. Provisions in this Agreement relating to data handling, security incident notification, breach response, infrastructure auditing, and similar service provider obligations are calibrated to this product structure and may not align with provisions appropriate for software-as-a-service (SaaS) products. Customer and any procurement reviewer should evaluate this Agreement's data protection and security provisions against Lucky Penny's actual product architecture rather than against expectations developed for SaaS, hosted, or processor-based vendors.
- 1.3. **Version Scope and Prior Releases:**
  - 1.3.1. This Agreement applies to AutoMapper version 15.0.0 and later, and to MediatR version 13.0.0 and later (collectively, the "**Commercial Versions**").
  - 1.3.2. Versions of AutoMapper and MediatR released prior to the Commercial Versions remain governed by their respective original open-source license terms and are not subject to this Agreement. Specifically, AutoMapper versions prior to v15.0.0 were released under the Apache License 2.0 and (for later pre-commercial versions) the MIT License, and MediatR versions prior to v13.0.0 were released under the Apache License 2.0. Customer may continue to use such prior versions under their respective original open-source licenses indefinitely, subject to the terms of those licenses. For the avoidance of doubt, Lucky Penny does not provide support, security updates, warranty, or indemnity for any version released under such prior open-source licenses.
  - 1.3.3. The Licensed Product covered by this Agreement consists exclusively of the packages and Licensed Assemblies set forth in Schedule A. Lucky Penny may publish additional packages on its NuGet profile (<https://www.nuget.org/profiles/LuckyPennySoftware>) under separate license terms; for example, MediatR.Contracts is published by Lucky Penny under the Apache License 2.0 and is not part of the commercial Licensed Product. Lucky Penny has reserved the "AutoMapper" and "MediatR" package-name prefixes on NuGet but has designated the "AutoMapper.Extensions.\*" and "MediatR.Extensions.\*" sub-prefixes as public, meaning third parties may publish packages under those sub-prefixes. Any package not listed in Schedule A — including any third-party package published under the public sub-prefixes, and including any Lucky Penny-published package licensed separately from this Agreement — is not part of the Licensed Product and is not covered, supported, warranted, or indemnified by Lucky Penny under this Agreement, regardless of naming similarity to Lucky Penny's products.
  - 1.3.4. The Perpetual Fallback License Addendum (available at <https://luckypennysoftware.com/license/perpetual-fallback-addendum> or by request) provides Customer with continued rights to operate Customer Applications developed during a valid subscription term following expiration or non-renewal of the subscription.
2. **Definitions:**
  - 2.1. **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where "control" means legal or equitable ownership of at least a majority of the voting equity interests in such entity.
  - 2.2. **Community License** means a limited license that may be granted to an individual Developer (defined below), entity, or organization, and that is subject to the significant limitations on use set forth in Section 4.2(g).
  - 2.3. **Computer System** means the computer hardware equipment on which Customer has elected to install and/or execute a given copy of Licensed Program(s).
  - 2.4. **Customer** means the single legal entity identified as the licensee in the applicable Order. A Customer is a single named entity; a Customer's parent companies, subsidiaries, divisions operated as separate legal entities, and other Affiliates are not "Customer" under this Agreement and have no rights under this Agreement except as expressly granted under a Global License Addendum, an Enterprise Group Addendum, or other applicable Affiliate-scope Addendum offered by Lucky Penny.
  - 2.5. **Customer Application** means pre-existing software, hardware, systems or other applications owned or licensed by the Customer.

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- 2.6. **Distribution Rights** shall mean the right to sell, publish, license, make public on a website, publish webpages, or otherwise offer or make available to a third party, anything that contains, links to (directly or indirectly), is compiled against, compiles any assembly, or otherwise calls to or relies on the Licensed Product. The Licensed Product cannot be distributed in stand-alone form and/or with a wrapper under any circumstances.
- 2.7. **Developer** means an individual person that has Programmatic Access and has been granted rights to use the Licensed Product under this Agreement.
- 2.8. **Documentation** means the softcopy documentation provided by Lucky Penny with the Licensed Program(s), such as softcopy user manuals and online help.
- 2.9. **End Users** means those human users of an Integrated Product pursuant to a license agreement with Customer or by employees or contractors of Customer (for purposes other than Customer's internal development and testing).
- 2.10. **Fair Use** means reasonable and non-excessive use of Support services, as determined by Lucky Penny in its sole discretion, to ensure equitable access for all customers. Fair Use may limit the volume, frequency, or scope of Support requests to prevent abuse or disproportionate consumption of Support resources.
- 2.11. **Integrated Product** means the product resulting from integrating a copy of the Licensed Product with a Customer Application, by or on behalf of Customer. The Integrated Product must add meaningful value or functionality to the Licensed Product.
- 2.12. **Licensed Assemblies** means the compiled binaries of the Lucky Penny software. A complete list of the Licensed Assemblies is set forth on **Schedule A**.
- 2.13. **Licensed Product** means, collectively, the Licensed Program(s) and Documentation.
- 2.14. **Licensed Program(s)** means the source code version or executable version of the Lucky Penny software, as well as the Licensed Assemblies, as appropriate, as well as any updates or new versions of the same that may be delivered by Lucky Penny to Customer during the term of this license.
- 2.15. **License Types**
- (a) A **Standard License** or **Professional License** shall mean a subscription license that provides a limited number of licenses to a set amount of Developers for a named Customer. Customer must procure enough active licenses for each individual who has Programmatic Access. A Standard or Professional License only grants rights to a named Customer and does not extend any right, in any form, to any parent or subsidiary company of Customer
- (b) An **Enterprise License** shall mean a subscription license for all development for a single Customer. An Enterprise License grants rights only to the Customer named in the Order and does not extend to any Affiliate of Customer or to any other legal entity. To extend a subscription license to Customer's Affiliates, Customer must enter into a Global License Addendum, an Enterprise Group Addendum, or other applicable Affiliate-scope Addendum offered by Lucky Penny (the Global License Addendum is available at <https://luckypennysoftware.com/license/global-addendum>, the Enterprise Group Addendum is available at <https://luckypennysoftware.com/license/enterprise-group-addendum>, and other addendums are available by request). Notwithstanding the foregoing, where individual Developers are employed by an Affiliate of Customer (rather than directly by Customer), such Developers may be counted as Customer's Developers and use the Licensed Product under Customer's license, provided that the Developer's use is in furtherance of Customer's Customer Applications and Integrated Products and not the Affiliate's separate business.
- 2.16. **Order** means any of the following: (i) a Lucky Penny quote, proposal, sales order, statement of work, or other writing identifying the Licensed Product, license type, subscription term, and License Fees, that has been signed or otherwise accepted by Customer (or by a third-party Reseller authorized to procure the Licensed Product on Customer's behalf); (ii) a purchase order issued by Customer or by a Reseller authorized to procure the Licensed Product on Customer's behalf, where Lucky Penny accepts and fulfills such purchase order; (iii) any electronic checkout confirmation, order receipt, or invoice issued through Lucky Penny's online ordering system, its merchant-of-record payment processor (Paddle.com Market Limited or its successor), or an authorized third-party storefront or marketplace through which Lucky Penny fulfills licenses; or (iv) any associated subscription confirmation, license entitlement, or fulfillment record issued to Customer.
- 2.17. **Production Use** means the use of the Licensed Product as part of an Integrated Product by any End User. Production Use shall not include use of the software by End Users that are using the Licensed Product solely for Customer's internal development and testing purposes.
- 2.18. **Programmatic Access** means access and/or the ability to patch, bug fix, code, add a line of code, modify any code, compile, develop, or recompile anything that contains, links to (directly or indirectly), is compiled against, compiles any assembly, or otherwise calls to or relies on the Licensed Product.
- 2.19. **Reseller** means a third party authorized by Lucky Penny to resell subscription licenses for the Licensed Product.

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- 2.20. **Support** means the provision of technical assistance by Lucky Penny to the Customer regarding the installation, configuration, and use of the Licensed Product. Support does not include custom development, training, or assistance with third-party or modified software.
- 2.21. **Vendor(s)** means the third parties that furnish Lucky Penny with portions of the Licensed Program(s). Certain Vendor software is licensed to be used in conjunction with the Licensed Program(s) and not for any other use.

### 3. License Fee:

- 3.1. The license fee (“**License Fee**”) is the amount specified in the applicable Order.
- 3.2. Where Lucky Penny invoices Customer directly, the License Fee is due and payable in accordance with the payment terms specified in the applicable Order, or if not specified, within thirty (30) days of Customer’s receipt of Lucky Penny’s invoice, in United States dollars (or such other currency as the Order specifies). Amounts not paid when due will be subject to interest at twelve percent (12%) per annum, or such lower rate as the Order specifies or as required by applicable law. Where Customer purchases through a third-party Reseller, Lucky Penny’s authorized merchant of record (Paddle.com Market Limited or its successor), or an authorized storefront or marketplace, payment terms, late-payment handling, refunds, and tax-collection mechanics are governed by the agreement between Customer and that Reseller, merchant of record, or storefront, and (where applicable) by the agreement between Lucky Penny and the Reseller. In instances where Customer makes its purchase through a Reseller, the Reseller will make payment for such purchase to Lucky Penny.
- 3.3. The License Fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of all national, state, regional, local, municipal, or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customs duties, and registration fees now in force or enacted in the future, and all such taxes and fees, except taxes based on Lucky Penny’s net worth, capital, or net income, shall be paid directly by the Customer, or if paid by Lucky Penny, Customer will reimburse Lucky Penny. If Customer is located in a jurisdiction which requires Customer to deduct or withhold taxes or other amounts from any amounts due to Lucky Penny, Customer must notify Lucky Penny in writing. In such a case, Lucky Penny reserves the right to assess the withheld amount or to increase the gross amount of the applicable payment so that, after the deduction or withholding for taxes, the net amount paid to Lucky Penny will not be less than the amount we would have received without the required deduction or withholding.

### 4. License Grant:

- 4.1. Lucky Penny hereby grants to Customer a limited, non-exclusive, non-transferable license to use Licensed Product in accordance with the terms and conditions specified in this Agreement, solely for the purpose of developing and embedding in Customer products. For the avoidance of doubt, Customer agrees that the Licensed Product is licensed and not sold. All use of the Licensed Program(s) by Customer shall be made solely in accordance with the Documentation and this Agreement. Furthermore, Customer receives no rights to the Licensed Product other than those specifically granted herein. Each individual with Programmatic Access must have an active license. Such license only grants Distribution Rights to a named Customer and does not grant any Distribution Rights to any parent or subsidiary company of Customer, or any third party.
- 4.2. All licenses are subject to the following limitations:
- (a) The Licensed Product shall be used only by Customer for Customer’s sole and exclusive benefit, and shall not be used to provide time-sharing or other similar services.
  - (b) Customer shall not transfer, distribute, or sublicense the Licensed Product to any third parties, and Customer’s license shall automatically terminate in the event of such a transfer or distribution.
  - (c) Customer shall not lease or lend the Licensed Program(s) or otherwise allow use of the Licensed Program(s) by or on behalf of any third party, nor describe the results of any benchmarking of the Licensed Program(s), whether or not obtained with Lucky Penny’s assistance, to any third party. A breach of this section is a material breach of the Agreement and will result in immediate termination of all Customer’s license rights.
  - (d) Lucky Penny strongly recommends that Customer not combine the Licensed Program(s) with other software licensed by Customer from any third parties if such third-party software is substantially similar to that of the Licensed Program(s). Such use of third-party software may create technical difficulties, including, but not limited to, interoperability difficulties; therefore, any such use of third party software is at Customer’s discretion and Customer shall bear any and all liability that may arise from such use.

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- (e) Customer must comply with the following requirements in this Section noted below. Customer acknowledges that any breach of this Section will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.
  - 4.2.e.1. Customer cannot use the Licensed Product in such a way that results in Customer's development of software products that are directly or indirectly competitive with the Licensed Product or any other Lucky Penny products.
  - 4.2.e.2. Customer's use of the Licensed Program(s) must be for the purpose of developing Customer products that include significant value-added features.
  - 4.2.e.3. Customer shall not use the Licensed Product to create or distribute frameworks, controls, wrappers, abstractions, or similar derivative software products that are themselves intended to be redistributed, sublicensed, or commercially offered to third parties as standalone development tools or libraries. For clarity, this Section does not restrict Customer from creating internal wrappers, abstractions, or frameworks for use within Customer's own organization or within Customer Applications, where such internal wrappers are not separately licensed, sold, or distributed as standalone products to third parties.
  - 4.2.e.4. Subject to the limitations of Section 4.2(f) Customer's limited right to redistribute retail/release builds of Lucky Penny libraries along with Customer's product(s) is permitted only so long as the Lucky Penny libraries are not directly accessible for use within Customer's product(s) and/or outside of it.
  - 4.2.e.5. For the avoidance of doubt, Customer's distribution rights under this Agreement do not include the right to redistribute the Licensed Product's source code; only executable code for the Licensed Product may be included in Customer's distributed products under this Agreement. Nothing in this Section limits any separate rights Customer may have to use or redistribute the Licensed Product's source code under an alternative open-source license made publicly available by Lucky Penny (subject to the terms of that alternative license).
- (f) Customer may redistribute the Licensed Product only in accordance with the terms and conditions outlined in this Section. For the avoidance of doubt, the redistribution rights granted under this Section 4.2(f) include Customer's right to embed the Licensed Assemblies as compiled binary components within Customer Applications and Integrated Products that Customer distributes to End Users in the ordinary course of Customer's business. The prohibition on transfer, distribution, or sublicensing in this Agreement refers to redistribution of the Licensed Product as a standalone library or development tool, and does not prohibit binary embedding of the Licensed Assemblies within Customer's own commercial software products. Subject to Customer's compliance with all of the limitations of this Agreement, a Customer may redistribute retail/release builds of Lucky Penny libraries as incorporated in Customer's product(s) only so long as all modified binaries that are incorporated in such Customer products are created while Customer is under an active Standard, Professional, or Enterprise subscription term. In such cases, Customer must: (i) ensure that such Licensed Assemblies include license checks that prevent the use of the Licensed Assemblies for development purposes when such Licensed Assemblies are distributed as part of Customer's products, and (ii) represent and warrant to Lucky Penny that Customer's products do not infringe upon any proprietary rights of any third parties, including without limitation patent rights. Customer acknowledges and agrees that any redistribution of any such modified binaries created when Customer is not under an active Standard, Professional, or Enterprise License subscription term will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder. Customer's redistribution of Lucky Penny libraries as part of Customer products is without royalty to Lucky Penny.
  - 4.2.f.1. In conjunction with all applicable terms concerning termination in Section 6, Customers with Standard, Professional, or Enterprise Licenses cannot continue to possess, distribute, lease, license, or provide maintenance to any applications that contain or depend on the Licensed Product(s) following the termination of an active Standard, Professional, or Enterprise License subscription term.
- (g) Community Licenses are subject to the further restrictions set forth in this Section.
  - 4.2.g.1. Community Licenses are not available to any government agency or any quasi-government agency regardless of the size of such agency or its budget.
  - 4.2.g.2. Community Licenses may be used by individual Developers for any legal purpose, including commercial use, subject to each limitation set forth in this Agreement. Individual Developers may not use any Licensed Product licensed under the Community License on behalf of any entity or organization unless

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the entity or organization would itself qualify for Community Licenses under the financial test set forth below.

- 4.2.g.3. In order to qualify for a Community License, an entity or other organization must also meet all of the other following requirements:
  - 4.2.g.3.1. An entity or organization must have gross annual revenues of less than Five Million United States Dollars (\$5,000,000.00 USD), or equivalent in foreign currency, during each year that Customer desires to remain a licensee under a Community License. Lucky Penny reserves the sole right to make a final determination as to whether Customer shall initially qualify for, and subsequently maintain, the right to hold a Community License. For the purpose of determining and maintaining eligibility for a Community License, there shall be absolutely no exceptions made when determining gross annual revenues. If an entity or organization is controlled by another entity or organization, the controlling entity or organization must also meet the gross annual revenue requirement when aggregating all such entities owned or controlled by the parent entity or organization. Community Licenses can also be used by nonprofit organizations with an annual total budget of less than Five Million United States Dollars (\$5,000,000.00 USD) or equivalent in foreign currency.
  - 4.2.g.3.2. An entity or organization may not have ever received more than Ten Million United States Dollars (\$10,000,000.00 USD) in capital from an outside source such as private equity or venture capital in order to be eligible for the Community License.
  - 4.2.g.3.3. Universities and other higher-education institutions are not eligible for the Community License for institutional or operational software (including, without limitation, administrative, registration, financial, alumni, research-data, and other operational systems used to operate the institution). Notwithstanding the foregoing, individual students, faculty, instructors, and other educators may use the Licensed Product under the Community License for genuine educational purposes — including classroom instruction, coursework, individual learning, and academic research that is not used to operate the institution — regardless of whether such use occurs at a university or in any other setting. Universities and other higher-education institutions desiring to use the Licensed Product for institutional or operational purposes must procure a commercial license.
- 4.2.g.4. Lucky Penny reserves the right to request, and Customer shall promptly provide, all reasonable cooperation to verify Customer's eligibility for obtaining and/or maintaining Community Licenses, including access to validating documentation as needed.
- 4.2.g.5. Community Licenses are non-transferable under any and all circumstances.
- 4.2.g.6. Reserved.
- 4.2.g.7. A student will not be eligible for a Community License if the student has a contract with a university where the university will own the student's work, or any portion of the student's work.
- 4.2.g.8. Customer cannot use Community Licenses to provide services on behalf of another entity or organization unless the entity or organization to which the service is provided is also eligible for Community Licenses under the terms set forth herein.
- 4.2.g.9. Community Licenses do not require renewals as the license will continue to be valid perpetually so long as the Customer continues to be eligible to hold a Community License under the terms of this Section.
- 4.2.g.10. If Customer becomes ineligible as set forth herein to continue as a licensee under a Community License, Customer shall immediately notify Lucky Penny of such occurrence and upgrade to a standard commercial license (whether a Standard License, Professional License or Enterprise License as circumstances dictate). Failure to notify Lucky Penny within sixty (60) days of eligibility constitutes a material breach of the Agreement.
- 4.2.g.11. The Licensed Product is also publicly available under an alternative open-source license (the Reciprocal Public License 1.5) at <https://github.com/LuckyPennySoftware>. Use under such alternative open-source license is governed by its terms (including reciprocal/copyleft obligations) and is not subject to this Agreement.
- 4.2.g.12. The Licensed Product licensed under the Community License is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall Lucky Penny be liable for any claim,

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damages, or other liability, whether in an action of contract, tort, or otherwise, arising from, out of, or in connection with the Licensed Product or the use or other dealings in the Licensed Product when licensed under a Community License.

4.2.g.13. Lucky Penny reserves all rights and shall be solely able to determine the eligibility for any Customer to obtain and hold a Community License. In the event an individual or organization is found to be ineligible, such individuals or organizations shall immediately cease use of the Community License or upgrade to a commercial license.

(h) **Electronic Delivery.** All Licensed Programs and Documentation shall be delivered by electronic means unless otherwise specified in a separate written agreement. A Licensed Program shall be deemed to have been delivered when it is made available to Customer for download.

(i) **Agencies and Consultancies:**

4.2.i.1. Where a consultancy, agency, contractor, or other service provider (“**Service Provider**”) uses the Licensed Product to develop or maintain Customer Applications on behalf of an end client (“**End Client**”), the End Client is the Customer under this Agreement. The license must be procured by, and registered to, the End Client. Service Provider’s developers performing work for the End Client shall count as End Client’s Developers for purposes of license tier sizing.

4.2.i.2. Where Service Provider has its own license, that license covers Service Provider’s internal development of Service Provider’s own products. Service Provider’s license does not authorize use of the Licensed Product on behalf of any End Client; each End Client must hold its own license.

4.2.i.3. Community License eligibility for Service Provider engagements is determined by the End Client’s eligibility, not Service Provider’s. A Service Provider with revenue below the Community License threshold may not use a Community License when performing services for an End Client that itself does not qualify for a Community License (per Section 4.2(g)).

4.2.i.4. For the avoidance of doubt: a Service Provider whose business consists of developing and selling its own software products (rather than performing client services) is treated as a Customer in its own capacity, and Community License eligibility is determined by Service Provider’s own revenue.

(j) Lucky Penny reserves all rights to the Licensed Product not specifically granted herein.

4.3. Lucky Penny provides optional samples of code created with the Licensed Product; however, such optional samples of code are not part of Lucky Penny’s Licensed Products and are only made available for the purpose of demonstration. Lucky Penny does not provide products shown in the sample other than the Licensed Product and does not provide a warranty or indemnity of any kind related in any way to such sample code. Lucky Penny does not provide indemnification for any optional sample code. Lucky Penny does not provide endorsement of any kind to any product or technology shown in the optional sample code.

4.4. **Developer and Non-Production Use License.** Notwithstanding anything to the contrary, Customer and its authorized developers may use the Licensed Product in non-production environments, including but not limited to development, testing, staging, and internal evaluation, without restriction and at no additional cost. Such non-production use shall not be subject to any license fee, evaluation period, or usage limitation, provided that it does not involve any use by End Users as part of a Production Use. This non-production license shall remain in effect for the term of the Agreement.

5. **Title:** No title to or ownership in the Licensed Product is transferred to Customer, even where the Licensed Product is incorporated into Customer’s products. Title to and all applicable rights in patents, copyrights, and trademarks in the Licensed Product shall remain in Lucky Penny or third parties from whom Lucky Penny has obtained rights to license the Licensed Product. The Licensed Product provided hereunder, including the ideas, concepts, know-how, and technology contained therein, is proprietary to Lucky Penny and its Vendors, and Customer agrees to be bound by and observe the proprietary nature thereof as herein provided. Customer agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Licensed Product to fulfill its obligations hereunder. Except as may be permitted in writing by Lucky Penny, Customer shall not provide, or otherwise make available, the Licensed Product or copies thereof to any third party.

6. **Term and Termination:**

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- 6.1. The rights licensed under this Agreement pertain to a subscription-based license of the Licensed Product. The duration and terms of this license subscription will be specified in the applicable Order. Under this subscription license, Customer is granted the rights to create and distribute compiled binaries that (i) incorporate or depend on the Licensed Product, (ii) are created during an active license subscription period, and (iii) do not and have not violated the limitations of Section 4.2(f). However, Customer's rights to create and distribute these binaries are valid only during the period in which the license subscription is active. Customer acknowledges and agrees that all rights licensed under this Agreement are subscription-based and no rights provided hereunder are perpetual.
- 6.2. Lucky Penny shall have the right to terminate Customer's license if Customer fails to pay any required license fee(s) or otherwise fails to comply with the license terms and conditions set forth herein.
- (a) In the event that Customer's failure to comply is not payment-related, Lucky Penny shall give written notice to Customer of such default, and if such default has not been remedied within thirty (30) days after such notice, the license granted hereunder shall terminate.
- (b) In the event that Customer has failed to pay any required fee(s), whether an initial License Fee or fee for additional licenses, maintenance, subscriptions, or any other services, Lucky Penny shall give written notice to Customer of such default, and if such default has not been remedied in full within ten (10) days of such notice, all licenses granted hereunder are hereby automatically revoked without further notice. Once any licenses are revoked for failure to pay License Fees, all redistribution of the Licensed Product, including under prior agreements, shall be strictly prohibited. Lucky Penny shall not be required to give any written notice in the event that Customer's material breach of this Agreement results in the immediate termination of the license granted under this Agreement.
- 6.3. Customer agrees that it shall, upon (i) expiration of this Agreement or (ii) upon termination of the licenses granted hereunder by Lucky Penny due to Customer's default or material breach of the terms of this Agreement or (iii) upon expiration or termination of any Standard, Professional, or Enterprise License, Customer shall immediately return or destroy the Licensed Program(s) and copies thereof as directed by Lucky Penny and, if requested by Lucky Penny, to certify in writing as to the destruction or return of the Licensed Product and all copies thereof.
- 6.4. Customer acknowledges and agrees that in the event of the termination of this Agreement, Customer will no longer have the right to possess the Licensed Assemblies, and subsequently cannot distribute any software code or application that includes the Licensed Product. For the avoidance of doubt, it is understood and agreed that an improper redistribution of the Licensed Assemblies or Licensed Products (as incorporated into a Customer product) shall not under any circumstance permit or excuse any subsequent redistribution. An improper redistribution includes, but is not limited to, a redistribution that occurs after the expiration or termination of this Agreement, whether due to Customer's breach due to unlicensed or under-licensed use of the Licensed Product, or otherwise. Additionally, Customer acknowledges and agrees that upon termination of this Agreement, Customer will remove all Licensed Products and Licensed Assemblies from any Customer product or other software that is used internally within Customer's organization (including that of its subsidiaries and affiliates).
- 6.5. Customer acknowledges and agrees that any of the following actions are deemed material breaches of this Agreement: (i) creating modified binaries that are incorporated in a Customer product while Customer is not under a valid License subscription; and (ii) redistributing any Customer product or other software that include any modified binaries in any part of the Customer product (or other software) that incorporates Lucky Penny Licensed Products created at a time when Customer was not under a valid license subscription. For the avoidance of doubt, Customer acknowledges and agrees that it may not make any changes, fix any bugs, create any new versions, or otherwise modify any Customer product that includes or depends on the Licensed Product unless Customer is currently operating under a valid license subscription.
- 6.6. Any provision of this Agreement which by its nature is intended to survive termination or expiration of this Agreement will survive any such termination or expiration of Customer's license and this Agreement.

## 7. Warranty:

- 7.1. Upon installation on the Computer System, the Licensed Program(s) will perform in all material respects in accordance with the specifications in the Documentation for a period of ninety (90) days. Should Customer discover a defect within this ninety (90)-day time frame, Customer must supply Lucky Penny with written notice which specifies the nature of such defect and provide sufficient detail for Lucky Penny to address and remedy the claimed defect. Such notice must be delivered to Lucky Penny within such 90-day time frame. Lucky Penny shall have forty-five (45) days from the date it receives such notice to cure the claimed defect. Customer's sole remedy for any defect in the Licensed Program(s) not cured in the 45-day period shall be to terminate this Agreement and receive a refund of amounts paid.

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Any modification or attempted modification of the Licensed Product by Customer or any failure by Customer to implement any improvements or updates to the Licensed Product as supplied by Lucky Penny shall void this limited warranty. Lucky Penny shall not be responsible for any defect in, or any defect caused by, any additions or modifications to the Licensed Product by Customer.

- 7.2. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN THIS SECTION, LUCKY PENNY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

### **8. Indemnification:**

- 8.1. Subject to the limitation of liability set forth in Section 9 below, Lucky Penny shall indemnify Customer in any action, suit, or proceeding brought against Customer insofar as it is based on a claim that the Licensed Product delivered hereunder infringes any United States copyright or patent.
- 8.2. Indemnity hereunder does not extend to any claims of infringement or misappropriation of any trade secret, trademark, or other intellectual property rights other than those expressly set forth in Section 8.1.
- 8.3. Customer acknowledges and agrees that the only entity that can be liable for indemnification under this Agreement is Lucky Penny.
- 8.4. Indemnification hereunder shall be contingent upon Customer providing prompt notice of such claim in writing, and upon Customer granting Lucky Penny full authority, information, and assistance (at Lucky Penny's expense, up to the limitation of liability) for the defense of such claim.
- 8.5. Subject to the limitation of liability of Section 9.2 and the terms and conditions herein, Lucky Penny shall pay all damages and costs finally awarded therein against Customer following the final resolution of any such claims before a court of competent jurisdiction. Lucky Penny shall not be responsible for any compromise(s) made without its consent.
- 8.6. Lucky Penny may, at its option and expense, (a) replace or modify the Licensed Product so that infringement will not exist or (b) refund to Customer prepaid License Fees on a pro-rata basis.
- 8.7. Lucky Penny's indemnification hereunder shall not extend to any infringement or claim thereof which is based upon (i) the combination of the Licensed Product delivered here under with any software or device not supplied by Lucky Penny; (ii) any specifications provided to Lucky Penny by Customer; or (iii) modifications to the Licensed Product not performed by Lucky Penny.
- 8.8. Customer shall protect, indemnify, hold harmless, and defend Lucky Penny from and against any loss, cost, damage, or expense, including attorneys' fees, arising from any claim asserted against Lucky Penny that arises from (i) Customer's misuse of the Licensed Product, (ii) Customer's breach of any license restriction set forth in this Agreement, or (iii) Customer's unauthorized redistribution, sublicensing, or transfer of the Licensed Product.

### **9. Use of Licensed Program(s) and Limitation of Liability:**

- 9.1. The Licensed Program(s) are tools that are not intended to replace the professional skills and judgment of Customer and its employees, agents and consultants. Customer alone shall be responsible for the accuracy and adequacy of information and data furnished for processing and any use made by Customer of the output of the Licensed Program or any reliance thereon by Customer or users of Customer products. Customer shall also be responsible for the continued operation and maintenance of the computer equipment and the third-party software used with the Licensed Program. For these reasons, Customer agrees to be solely responsible for the design, repair, and configuration of Customer's equipment, machinery, systems, and/or products. Customer assumes all risks and liability for results obtained by the use of and/or implementation of the designs developed by Customer that are in any way influenced by the use of the Licensed Program(s) or the provision of services, whether such designs are used singly or in combination with other designs or products. Customer shall protect, indemnify, hold harmless, and defend Lucky Penny from and against any loss, cost, damage, or expense, including attorneys' fees, arising from any claim asserted against Lucky Penny that is in any way associated with the matters set forth in this Section.
- 9.2. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF EACH PARTY FOR ANY CLAIM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING CLAIMS OF NEGLIGENCE OR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, SHALL BE LIMITED TO THE AMOUNTS CUSTOMER HAS PAID TO LUCKY PENNY (WHETHER DIRECTLY OR THROUGH A RESELLER OR MERCHANT OF

## SOFTWARE LICENSE AGREEMENT

RECORD) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR SUCH HIGHER AMOUNT AS MAY BE SPECIFIED IN THE APPLICABLE ORDER. NEITHER PARTY IS REQUIRED TO SPEND MORE THAN SUCH CAPPED AMOUNT, INCLUDING WITHOUT LIMITATION ON ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGMENTS, AND REIMBURSEMENT OF COSTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS, OR OTHER CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, NEITHER PARTY WILL BE SUBJECT TO ANY ADDITIONAL LIABILITY FOR ANY BREACH OF ANY STATUTORY OBLIGATION THAT IS BEYOND THE EXPLICIT REMEDIES NOTED IN ANY SUCH STATUTE AND THE MAXIMUM LIABILITY OF EACH PARTY WILL BE SUBJECT TO THE LIMITATION OF LIABILITY NOTED IN THIS SECTION.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, (A) NO LIMITATION OR EXCLUSION OF LIABILITY SHALL APPLY WITH RESPECT TO (i) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (ii) CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 3, AND/OR (iii) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.8; AND (B) LUCKY PENNY'S LIABILITY FOR ANY INDEMNIFICATION CLAIM UNDER SECTION 8.1 SHALL BE LIMITED TO TWO (2) TIMES THE AMOUNTS CUSTOMER HAS PAID TO LUCKY PENNY (WHETHER DIRECTLY OR THROUGH A RESELLER OR MERCHANT OF RECORD) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR TWO (2) TIMES SUCH HIGHER AMOUNT AS MAY BE SPECIFIED IN THE APPLICABLE ORDER.

- 9.3. If applicable law limits the application of any of the provisions stated herein, Lucky Penny's liability will be limited to the maximum extent permissible.
- 9.4. No action, regardless of form, relating to the transactions under this Agreement may be brought by either party more than two (2) years after the event giving rise to the cause of action has occurred.
- 9.5. Intentionally omitted.
- 9.6. Customer acknowledges and agrees that Lucky Penny disclaims and therefore accepts no liability, in any form, for any claim relating to any open source software. Further, Customer acknowledges and agrees that Lucky Penny shall have no liability, in any form, for any data loss caused by Customer's use of any open source software in any manner or form.

### **10. Support:**

- 10.1. Support services are included under all Standard Licenses, Professional Licenses, and Enterprise Licenses. Support services are provided in accordance with the terms of Lucky Penny's then-current support and maintenance policies. A current version of those policies is available from Lucky Penny upon request.
- 10.2. Lucky Penny reserves the right, acting reasonably and in good faith, to limit or suspend the provision of Support services in the event that Lucky Penny determines that Customer is abusing its Support services and/or is acting in violation of Section 18 of this Agreement. Examples of such abuse include, but are not limited to, (i) Customer personnel making excessive use of Lucky Penny Support resources, or (ii) Customer personnel making unreasonable demands of Lucky Penny Support personnel.
- 10.3. Support services are provided to Customer for Customer's own use. Customer may designate authorized contacts for Support purposes, including Customer's internal IT staff and Customer-authorized contractors performing work for Customer's benefit, provided such contacts are limited to the number reasonably necessary for Customer's use of the Licensed Product. Customer may not (i) submit help tickets on behalf of any unrelated third party (including, where Customer is a Service Provider, on behalf of any End Client unless such End Client itself holds a separate license); (ii) use a third party to resell, rebrand, or otherwise commercially provide Lucky Penny Support services to others; or (iii) use any third party to provide maintenance, support, or updates to the Licensed Product or to applications incorporating the Licensed Product. All Support services must be obtained directly from Lucky Penny. Customer acknowledges that any breach of this Section 10.3 will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.
- 10.4. Support services are subject to Fair Use limits. These limits are currently defined as up to eight (8) hours of work each month or if in Lucky Penny's sole opinion, the Customer is submitting tickets that would exceed the industry standard of Fair Use. Lucky Penny will review all Support requests from Customers with at least ten times the average number of such requests to determine whether they meet these guidelines.

### **11. Confidentiality and Proprietary Rights:**

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- 11.1. In connection with this Agreement, each party may disclose to the other party information that the disclosing party considers confidential. “**Confidential Information**” means any non-public, sensitive information that is disclosed by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) and that (i) is marked or identified as confidential at the time of disclosure, (ii) would be reasonably understood to be confidential under the circumstances of disclosure given its nature, or (iii) consists of information that the parties have separately agreed in writing to treat as confidential. Confidential Information of Lucky Penny includes, without limitation, (i) the deal-specific terms of any Order, including pricing, discounts, and quantity arrangements; (ii) Lucky Penny’s non-public business, financial, or strategic information; and (iii) any non-public technical information specifically marked as confidential at the time of disclosure. For the avoidance of doubt, the source code, structure, design, algorithms, and Documentation associated with the Licensed Product are publicly available at <https://github.com/LuckyPennySoftware> and are not Confidential Information of Lucky Penny. Confidential Information shall not include information that either party can demonstrate: (i) at the time of disclosure is in the public domain or is otherwise available to the Receiving Party other than on a confidential basis; (ii) after disclosure, becomes a part of the public domain by publication or otherwise through no fault of the Receiving Party; (iii) was disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) is or has been independently developed by the Receiving Party (as evidenced by the Receiving Party’s written records) without access to any Confidential Information of the Disclosing Party.
- 11.2. Each party agrees: (i) to hold the Disclosing Party’s Confidential Information in strict confidence; and (ii) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer, or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order; in such event, however, such party shall, if legally permitted, inform the other party via telephone, email, or facsimile within a reasonable period of time and, in all events, limit the extent of any such compelled disclosure to the minimum so required.
- 11.3. **Incidental Disclosure via Support.** Customer is solely responsible for limiting the disclosure of Customer’s Confidential Information (and any data of Customer’s End Users) to Lucky Penny in connection with Support requests, log submissions, sample data, error reports, and other communications with Lucky Penny. Where Customer transmits any such information to Lucky Penny (whether or not Lucky Penny has solicited or required it), Lucky Penny will treat the information as Customer’s Confidential Information and will use commercially reasonable efforts to protect it consistent with the terms of this Section. Customer remains responsible for redacting confidential, personal, or otherwise sensitive information from communications transmitted to Lucky Penny. Lucky Penny will, upon Customer’s reasonable request, return or destroy Customer Confidential Information transmitted to Lucky Penny in the course of supporting Customer.
12. **Export:** Customer acknowledges that the Licensed Product, including the Licensed Assemblies, provided hereunder may be subject to the export control laws, rules, regulations, restrictions, and national security controls of the United States and other applicable foreign agencies (the “Export Controls”). Customer agrees to abide by the Export Controls, and that any Licensed Product and Licensed Assemblies licensed hereunder will not be exported (or re-exported from the country where it was first installed), directly or indirectly, separately or as part of a system, sold, leased, or otherwise transferred without Customer, at its own cost, first obtaining all necessary licenses from the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law. Customer acknowledges that it shall be solely responsible for determining the extent of any such licenses required, and for any costs associated with complying with the requirements of this Section 12. Customer hereby (i) represents and warrants that Customer is not an entity or person to which shipment of the Licensed Product or provision of the Support services, is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export, or otherwise transfer the Licensed Product to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of the Licensed Product is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles, or chemical or biological weapons. Customer shall, at its expense, defend Lucky Penny and its affiliates from any third party claim or action arising out of any inaccurate representation made by Customer regarding the existence of an export license, Customer’s failure to provide information to Lucky Penny to obtain an export license, or any allegation made against Lucky Penny due to Customer’s violation or alleged violation of the Export Controls (an “Export Claim”) and shall pay any judgments or settlements reached in connection with the Export Claim as well as Lucky Penny’s costs of responding to any such Export Claim.
13. **Government Contracting:** If the Licensed Product is used in connection with providing goods and/or services to the United States government or any other government agency or entity contracting or subcontracting services, Customer

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shall ensure that no government agency or entity shall acquire any rights of any nature in the Licensed Program(s). Notwithstanding the foregoing, Customer may freely license its Customer products that include the Licensed Assemblies subject to Customer's compliance with all of the limitations set forth in this Agreement. For the avoidance of doubt, the United States Government or any other government agency shall have no distribution or development rights in Customer's products that include the Licensed Assemblies under any such arrangement.

**14. Intentionally left blank.**

**15. Notice:** Any notice or other communication given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by U.S. Mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties as set forth above, or the date transmission is completed when delivered electronically by e-mail. Either party, upon written notice to the other, may change any name or address to which future notice shall be sent.

**16. Audit:**

**16.1. General Audit:** Customer shall prepare and maintain, in accordance with sound, generally accepted accounting practices, complete and accurate books of account and records (specifically including, without limitation, the originals or copies of documents supporting entries in the books of account) covering all transactions arising out of or relating to this Agreement. Lucky Penny, and at its discretion its duly authorized independent certified public accountant, shall have the right, no more than once per calendar year, upon thirty (30) days' prior written notice and during regular business hours, during the period of time that Customer possesses any copy of the Licensed Product, and for two (2) years thereafter, to audit said books of account and records and examine all other documents and materials in the possession or under the control of Customer with respect to the subject matter and the terms of this Agreement. All such books of account, records, and documents shall be kept available by Customer for at least two (2) years after the last copy of the Licensed Product has been deleted or destroyed and certification of the same has been provided to Lucky Penny. If the result of any audit of Customer's books and records demonstrates that Customer's payments were less than the amount which should have been paid, Customer shall make payment of any discrepancy revealed by said audit within fifteen (15) days after Lucky Penny's demand therefore and, if the discrepancy is in amount equal to three percent (3%) or more of the payments made with respect to payments due hereunder, Customer shall reimburse Lucky Penny for the cost of such audit.

**16.2. Under-licensing / Verification of Developers:** As set forth in Section 4.2 above, each individual Developer must have an assigned copy of the Licensed Product.

16.2.1. For **Standard Licenses** and **Professional Licenses**, Lucky Penny reserves the right, acting reasonably and in good faith, to make a determination as to how many Developers a Customer has, and to require Customer to obtain additional licenses if, acting reasonably and in good faith, Customer was previously under-licensed. For Standard Licenses and Professional Licenses, the License Fees are based on the total number of Developers with Programmatic Access, with the applicable tier and corresponding fees as specified in the applicable Order. In the event Lucky Penny determines there is not adequate licensing in place for each developer with Programmatic Access, Customer will be required to pay for additional licensing which will be determined to begin on the first day of the initial subscription term.

16.2.2. For **Enterprise Licenses**, Lucky Penny reserves the right, acting reasonably and in good faith, to make a determination as to whether Customer's use is in compliance with the scope of the license procured.

16.2.3. Therefore, for all license types, Customer acknowledges and agrees that it must cooperate with Lucky Penny in providing whatever information Lucky Penny reasonably requires in order to determine the size of Customer's development teams without necessitating that Lucky Penny make an on-site audit. Failure to provide such cooperation is a material breach under this Agreement that is not subject to cure, and Lucky Penny reserves the right to immediately and without further notice terminate all rights licensed under this Agreement for such breach.

**17. General:**

**17.1. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, the order of precedence shall be: (1) any executed Addendum, (2) the applicable Order, (3) this Agreement.

**17.2. Quote as Offer; Purchase Order as Acceptance.** Where Lucky Penny issues a quote for the supply of the Licensed Product, that quote constitutes Lucky Penny's offer. A purchase order issued by Customer or by an authorized Reseller in response to a Lucky Penny quote shall be deemed an acceptance of the Lucky Penny quote, and the terms of the Lucky Penny quote shall control. Any terms appearing on or accompanying such a responsive purchase order that are

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inconsistent with, in addition to, or different from the terms of the Lucky Penny quote (other than identifying information such as billing address, contact name, quantity, and the Reseller's internal ordering or accounting reference numbers) shall not modify or supplement the Lucky Penny quote unless Lucky Penny expressly accepts such terms in a separate writing signed by Lucky Penny.

- 17.3. **Pre-Printed and Boilerplate Terms.** Without limiting the foregoing, no pre-printed, boilerplate, or click-through terms appearing on or accompanying a purchase order, sales order, or ordering document issued by Customer (or by a Reseller acting on Customer's behalf) shall have any force or effect with respect to Customer's use of the Licensed Product or the rights and obligations of Customer or Lucky Penny under this Agreement, except as separately and expressly agreed by Lucky Penny in writing. Lucky Penny's acceptance, processing, or fulfillment of any such purchase order shall not constitute Lucky Penny's agreement to such pre-printed, boilerplate, or click-through terms with respect to Customer's use of the Licensed Product.
- 17.4. **Assignment.** Neither party may assign this Agreement or any of its rights, obligations, or remedies hereunder without the other party's prior written consent (such consent not to be unreasonably withheld), and any such attempted assignment shall be null and void; provided, however, that either party may assign this Agreement, without the other party's consent, to (i) an Affiliate, or (ii) a successor in interest in connection with a merger, corporate reorganization, acquisition, or sale of all or substantially all of its assets, with notice to the other party.
- 17.5. **Waivers; Entire Agreement.** The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. This Agreement, together with any applicable Order and any executed Addendum, constitutes the complete understanding between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous proposals, negotiations, and agreements (whether written or oral) other than the Order and any Addendum. This Agreement may not be waived, altered, amended, or modified except in writing, directly referencing the Agreement, and signed by authorized representatives of both parties.
- 17.6. **Independent Contractor.** It is expressly agreed that the parties are acting hereunder as independent contractors. Under no circumstances shall any of the employees of one party act on behalf of, or be deemed the employees of, the other party for any purpose.
- 17.7. **Publicity.** Lucky Penny may not use Customer's name, logo, trademarks, or any reference to Customer in marketing materials, customer lists, case studies, press releases, or other publicity without Customer's prior written consent. Customer may grant such consent in the applicable Order or by separate written authorization.
- 17.8. **Communication.** Customer acknowledges and agrees that Lucky Penny shall have the right, but no obligation, to provide communication to the Customer, in multiple forms, to include email, without a violation of any email regulation or law, including but not limited to the CAN-SPAM Act of 2003 or similar laws and/or regulations. Customer may opt out of receiving marketing emails by contacting [sales@luckypennysoftware.com](mailto:sales@luckypennysoftware.com).
- 17.9. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.10. **Equitable Relief.** The obligations of Customer under Sections 5, 11, 12 and 13 hereof are of a special and unique character which gives them a peculiar value to Lucky Penny and its Vendors for which neither Lucky Penny nor its Vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Lucky Penny and its Vendors shall, in addition to other remedies which may be available, each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.
- 17.11. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three (3), with one (1) arbitrator being named by each party and the third arbitrator being chosen by the other two (2) arbitrators. The place of arbitration shall be Austin, Texas, and the laws of Texas shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

17.11.1. **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.** The parties further agree that the arbitration will be conducted in Customer's respective individual capacity only and not as a class action or other representative action, and Customer expressly waives its right to file a class

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action or seek relief on a class basis. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST LUCKY PENNY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above will be deemed null capacity only and not as a class action or other representative action, and Customer expressly waives its right to file a class action or seek relief on a class basis.

- 17.12. **Governing Law.** This Agreement shall be governed by the substantive laws of the state of Texas without regard to any conflict of law provisions. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, or by the Uniform Commercial Code, the application of which is expressly excluded. The parties agree that sole jurisdiction and venue for any dispute relating to this Agreement shall be in a federal or state court located in Austin, Texas.
- 17.13. **Binding Effect.** This Agreement shall be binding on you by your clicking on the “YES” button, by executing the signature block below, and/or downloading and using the licensed product. If the parties hereto execute this Agreement in writing by an exchange of faxed signed copies hereof, it shall be binding by such exchange of signed copies. In the event of such an exchange, this Agreement shall become binding on both parties and shall constitute admissible evidence of the existence and binding effect of this Agreement.
- 17.14. **Vendor Software.** The terms and conditions of this Agreement apply to any and all Vendor software included with or embedded in the Licensed Program(s).
- 17.15. **Downgrading.** Subscription licenses cannot be downgraded. Enterprise Licenses cannot be downgraded to a Standard License or Professional License under any circumstances.
- 17.16. **Merger.** Should Customer consolidate with or merge with any other entity where Customer is the continuing or surviving corporation, Lucky Penny, in its sole discretion, may reassess the License Fee for renewal terms beginning with the year such consolidation or merger takes place. Pricing determinations will be based on several factors, including, but not limited to, development, distribution, downloads, usage, support, and implementation.
- 17.17. **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than payment obligations) due to causes beyond its reasonable control, including without limitation acts of God, war, terrorism, pandemic, government action, labor disputes, internet or telecommunications failures, or third-party service disruptions. The affected party shall promptly notify the other party of the force majeure event and resume performance as soon as practicable.
- 17.18. **Compliance with Laws.** Each party shall comply with all applicable laws, regulations, and rules in connection with its performance under this Agreement, including without limitation export control laws, anti-bribery and anti-corruption laws (including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act), and applicable data protection laws. Neither party shall offer, promise, give, request, or accept any improper financial or other advantage in connection with this Agreement or the subject matter hereof.
- 17.19. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and is not intended to confer any rights or remedies on any other person or entity, except as expressly provided herein.
18. **Intentionally Left Blank.**
19. **Data Management and Security:** Pursuant to this Agreement:
- a) Lucky Penny does not provide data storage or processing.
  - b) Lucky Penny does not collect, store, otherwise process, or have directly disclosed to it any Customer data.
  - c) Other than the names and email addresses needed to issue and administer license keys, Lucky Penny does not request or knowingly accept any other personally identifiable information from Customer. Lucky Penny provides no protection, no indemnity, and no guarantees or warranty, of any kind, in respect of any other personally identifiable information that Customer transmits to Lucky Penny. Customer acknowledges and agrees that if Customer transmits any other personally identifiable information to Lucky Penny — for example, in support tickets, log files, or sample data — Lucky Penny will treat such transmission as a material breach of this Agreement. Samples are not part of the Licensed Product. If a Sample includes any component that utilizes an API integration, Customer must use their own API key. For more information on Samples, please see Schedule C.

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- d) Each license is registered to a single Customer administrator account on Lucky Penny's customer portal (<https://luckypennysoftware.com/account>). The administrator account holds the license key for the Customer's subscription.
- e) Customer cannot self-assign individual user licenses through the customer portal. Upon Customer's written request to Lucky Penny, additional authorized sub-accounts may be added under Customer's primary administrator account; such sub-account additions are administered by Lucky Penny rather than by Customer self-service.
- f) When submitting support tickets to Lucky Penny, only dummy data shall be submitted with any such tickets.
- g) Customer is on notice of Lucky Penny's Privacy Policy found here: <https://luckypennysoftware.com/privacy> and Customer recognizes that this Privacy Policy is not part of this Agreement and that this Agreement does not restrict Lucky Penny's right to revise its Privacy Policy.
- h) Each party will maintain and comply with industry standard InfoSec, cybersecurity, security, and privacy policies, and shall comply with all applicable data privacy laws, rules and regulations.
- i) Lucky Penny will not be bound by Customer's security policies or its InfoSec policies. By using and/or downloading the Licensed Product, Customer acknowledges and agrees that Lucky Penny will reject any such policies.

IF YOU DO NOT AGREE WITH THE ABOVE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, OR USE THE LICENSED PRODUCT.

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CUSTOMER	LUCKY PENNY SOFTWARE
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

# SOFTWARE LICENSE AGREEMENT

## Schedule A

### Licensed Assemblies

#### Assemblies that are Distributable

Assembly name	Distributable?
AutoMapper.dll	Yes
MediatR.dll	Yes

## Schedule B

### Individual Programs

**Individual Programs:** The AutoMapper product (the AutoMapper package distributed on NuGet by Lucky Penny) and the MediatR product (the MediatR package distributed on NuGet by Lucky Penny) are licensed as separate Individual Programs under this Agreement. Customer may purchase a subscription covering either Individual Program alone or a bundled subscription covering both. The applicable Individual Programs, license tier (Standard, Professional, Enterprise), and corresponding fees are specified in the applicable Order. Each Individual Program, when licensed for commercial use, is governed by the terms of this Agreement.

## Schedule C

### Optional Samples

Optional samples ("Samples") are provided solely for demonstration, evaluation, or reference purposes. These Samples are not required and are intended to illustrate functionality or assist with implementation. The following terms apply to the use of Samples:

- **Exclusion from the Licensed Product:** The Samples are not included as functional or supported components of the Licensed Product, and no technical support or updates will be provided for them.
- **Limited Purpose:** The Samples are provided "as is" solely for reference, testing, or demonstration purposes. They are not intended for use in production environments or as part of any distributed or commercial application.
- **No Warranty:** Lucky Penny provides the Samples without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
- **Restricted Use:** Licensee is prohibited from modifying, reproducing, distributing, or otherwise using the Samples outside the context of their intended purpose as outlined in this Agreement.

#### Disclaimer of Liability:

1. Lucky Penny provides the Samples "as is" without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
2. Lucky Penny disclaims any liability for errors, inaccuracies, or omissions in the Samples, as well as for any damages arising from their use, including but not limited to loss of data, business interruption, or system failures.

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### Acknowledgment of Risk:

By using any of the Samples listed below, Customer acknowledges and agrees that:

- Lucky Penny does not require such usage.
- Lucky Penny assumes no responsibility or liability for any data transmitted, disclosed, or processed through the Samples.
- Customer uses the Samples at its own risk