

CONSILIO LLC AURORA BETA SOFTWARE PROGRAM AGREEMENT

This AURORA BETA SOFTWARE PROGRAM AGREEMENT (this “Agreement”) is effective as of the date of the last signature below (“Effective Date”) and entered into between Consilio LLC, collectively referred to as “Consilio, LLC” or “Company,” and the undersigned entity (“you”) executing this Agreement in the signature block below and governs the participation in your use of alpha, beta, and other pre-release software, pre-release services, and related documentation, materials, and information (collectively, the “Pre-Release Software”). Company may update this Agreement from time to time. If you continue to use or receive the Pre-Release Software following such period, the updated Agreement will be deemed accepted. Company may revoke your participation in this Beta Program at any time.

By participating in the Beta Program, you certify you are legally permitted to join the Beta Program. This Agreement is void where prohibited by law and the right to become a Beta Program participant is not granted in such jurisdictions. Unless otherwise agreed or permitted by Company in writing, you cannot share or transfer any software or other materials you receive from Company in connection with being a Beta Program participant.

1. Software/Service.

1.1. Accounts; Security. Access to or use of certain portions and features of the Beta Program may require you to create an account (“Account”). You state that all information provided by you is current, accurate, complete, and not misleading. You further state that you will maintain and update all information provided to ensure accuracy on a prompt, timely basis. You are entirely responsible for maintaining the confidentiality and security of your account, including your password. Accounts are not transferrable. You agree to promptly notify Company if you become aware or suspects any unauthorized use of your account, including any unauthorized access or attempted access. You are responsible for all activities that occur under your account.

All use of the Pre-Release Software and including but not limited to scripts, code snippets, utilities, configuration profiles, sample code, troubleshooting applications and bug submission tools (“Beta Tool Products”) shall be pursuant to the terms and conditions of this Agreement and/or another license agreement accompanying such Pre-Release Software or Beta Tool Products (“Pre-Release Software” and “Beta Tool Products” collectively referred to as “Company Beta Software”).

If Company Beta Software is accompanied by a separate license agreement, you agree that the license agreement accompanying such Company Beta Software, in addition to Section 6 of this Agreement, shall govern your use of Company Beta Software. Any inconsistencies between the provisions of the license agreement accompanying Company Beta Software and Section 6 of this Agreement shall be governed by this Agreement.

1.2. Restrictions on Use. In accessing or using the Company Beta Software, you will not: (a) resell, lease, encumber, sublicense, distribute, publish, transmit, transfer, assign or provide such access or use to any third party in any medium whatsoever; (b) devise specifications from, reverse engineer, reverse compile, disassemble, or create derivative works based on the Company Beta Software; (c) apply systems to extract or modify information in the Company Beta Software using technology or method such as those commonly referred to as “web scraping,” “data scraping,” or “screen scraping”; (d) knowingly input or post through or to the Company Beta Software any content that is illegal, threatening, harmful, lewd, offensive, or defamatory or that infringes the intellectual property rights, privacy rights or rights of publicity of others,

(e) store data on the Service that is regulated by the HIPAA Privacy Rules or the PCI Data Standards (f) input or transmit through or to the Company Beta Software any virus, worm, Trojan Horse, or other mechanism that could damage or impair the operation of the Company Beta Software or grant unauthorized access thereto; (g) use or access the Company Beta Software for purposes of monitoring the availability, performance or functionality of the Company Beta Software or for any other benchmarking or competitive purposes; or (h) cause, assist, allow or permit any third party (including an end-user) to do any of the foregoing; (i) input or post through or to the Company Beta Software any personal identifiable information (j) use the Company Software to compete with Company in any way; or (k) permit any third party to use or access the Company Beta Software.

1.3. No Maintenance and Support. You agree that Company may install software updates, error corrections, and software upgrades to the Company Beta Software as Company deems necessary from time to time. Company is not obligated to provide you with any maintenance, technical or other support for the Company Beta Software. You agree to abide by any support rules and policies that Company provides to you in order to receive such support. You acknowledge that Company may modify or remove parts of the Company Beta Software at any time in its sole discretion.

1.4. Applicable Laws. Your access to and use of the Company Beta Software is subject to all applicable international, federal, state, and local laws and regulations. You may not use the Company Beta Software or any information data or any other related content in violation of or to violate any law, rule, or regulation. Ensuring your use of the Company Beta Software is compliant with applicable laws is solely your responsibility.

2. Data Licenses. Subject to your compliance with this Agreement, Company hereby grants you a limited license to use Company Beta Software on Company-branded products solely for testing and evaluation purposes and only in connection with this Beta Program. This license does not grant you the right to use Company Beta Software for any other purpose, or to disclose, reproduce, distribute, modify, or create derivative works of Company Beta Software. You certify that Company Beta Software will only be used for testing and evaluation purposes in connection with the Beta Program, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Company intellectual property.

3. Third Party Services. Except as expressly permitted in this Agreement or as otherwise agreed by Company in writing, you are prohibited from linking to the Company Beta Software, framing of all or any portion of the Company Beta Software, and the extraction of data from the Company Beta Software, Company reserves the right to disable any unauthorized links or frames. Company will not be responsible and expressly disclaims any liability for any third-party services that you may use or connect to through the Company Beta Software. If you activate any APIs or links to enable data sharing through the Company Beta Software, you thereby authorize Company to send and receive your content with any such activated third party service and represents and warrants to Company that you have all appropriate right and title to grant such authorization.

4. Intellectual Property.

4.1. Proprietary Rights. Company's intellectual property, including without limitation to Company Beta Software, its trademarks and copyrights, and any modification thereof, are and will remain the exclusive property of Company and its licensors. No licenses or rights are granted to you except for the limited rights expressly granted in this Agreement.

4.2. Feedback. As part of the Beta Program, Company will provide you with the opportunity to submit bug reports, questionnaires, enhancement requests, issue reports and/or support information (collectively,

“Feedback”) to Company. By agreeing to this Agreement, you agree that Company may contact you from time to time about the Beta Program, and you hereby consent to receive such communications. You agree that any Feedback may be used by Company freely and without restriction and will not enable you to claim any interest, ownership, or royalty in Company’s intellectual property.

5. Term and Termination.

5.1. Term. This Agreement will be effective as of the date you first accept it (whether via an online click-through or a signed agreement or by using the Company Beta Software) and remain in effect until terminated by either party as permitted by this Agreement.

5.2. Termination. Either party may terminate this Agreement at any time, for any reason with or without cause, immediately.

5.3. Effects of Termination. Upon the expiration or termination of this Agreement for any reason, you will immediately cease using the Company Beta Software and return or destroy any Confidential Information that is in your possession or control (including, without limitation, any Company Beta Software); provided however that if you are unable to purge certain Company Beta Software from your computer and/or devices, then you agree that you will continue to hold Company Beta Software as Confidential Information.

5.4. Survival. Any provisions of this Agreement that expressly, or by implication, are intended to survive its termination or expiration will survive and continue to bind the parties, including without limitation provisions relating to confidentiality, representations and warranties, indemnification, limitations on liability and intellectual property under this Agreement.

6. Confidential Information.

6.1. Confidential Information. “Confidential Information” means any information disclosed by Company to you whether orally or in writing that is designated as confidential or that reasonably should be understood by you to be confidential, notwithstanding the failure of Company to designate it as such. Confidential Information may include information that is proprietary to a third party and is disclosed by Company to you pursuant to this Agreement. The Company Beta Software, and any information concerning the Company Beta Software (including its nature and existence, features, functionality, and screen shots), and any other information disclosed by Company to you in connection with the Beta Program will be considered and referred to in this Agreement as Confidential Information of Company.

6.2. Non-Disclosure. You agree to maintain the confidentiality of Company’s Confidential Information with the same security and measures you use to protect your own Confidential Information of a similar nature (but in no event less than reasonable security and measures) and not to use such Confidential Information except as necessary to perform your obligations or exercise your rights under this Agreement. You may disclose Confidential Information of Company to individuals within your organization who need to know such Confidential Information for the purpose of carrying out the activities contemplated by this Agreement and who have agreed to confidentiality provisions that are no less restrictive than the requirements herein, or as otherwise expressly permitted or agreed to in writing by Company. You will be responsible for any improper use or disclosure of Company’s Confidential Information by any such parties. Except as expressly permitted by this Section, you will not disclose or facilitate the disclosure of Confidential Information of Company to any third party. The restrictions in this Section shall continue until such time as the information is covered by an exclusion set forth below.

6.3. **Exclusions.** You will have no obligation under this Section with respect to information provided by the Company that: (a) is or becomes generally available to the public other than as a result of a breach of this Agreement, (b) is or becomes available to you from a source other than the Company, provided that such source is not known to you to be bound by an obligation of confidentiality to the Company with respect to such information, (c) was in the your possession prior to disclosure by the Company, or (d) is independently developed by you without reference to the Confidential Information. Further you may disclose Confidential Information (i) as required by any court or other governmental body or as otherwise required by law, or (ii) as necessary for the enforcement of this Agreement or its rights hereunder.

7. Consent to Collection and Use of Data.

7.1. **Pre-Release Software.** In order to provide, test and help Company, its partners, and third-party developers improve their products and services, and unless you opt out in the pre-release versions of Company's software, as applicable, you acknowledge that Company and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing diagnostic, technical, and usage logs and information from your devices or computers that are running such pre-release versions of Company's Beta Software as part of this Beta Program. This information will be collected in a form that does not personally identify you and may be collected from your devices or computer at any time. The information that would be collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, details about hardware and operating system specifications, performance statistics, and data about how you use your devices, computer, system and application software, and peripherals. You agree that Company may share such diagnostic, technical, and usage logs and information with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Company branded products. By installing or using pre-release versions of Company Beta Software on your devices or computers, you acknowledge and agree that Company and its subsidiaries and agents have your permission to collect all such information and use it as set forth above.

7.2. **System Logs and Diagnostic Files.** In addition, as part of your participation in the Beta Program, you may have the option of manually attaching and/or using Beta Tool Products to gather detailed hardware and/or system diagnostic files (e.g., kernel logs, Consilio, LLC System Profile logs, hang logs, crash logs, spin logs, install logs, application logs, etc.) from your computer and/or devices ("System Logs") to send to Company. Such System Logs may include personally identifiable information, including, without limitation, your account name, information regarding your contacts, calendar events, and email correspondence. Providing these System Logs is voluntary, but if you do provide them to Company, then you acknowledge that Company may use them for Company's diagnostic purposes and to improve the Beta Program and Company's products and services.

8. Privacy Policy. Data collected pursuant to this Section 8 will be treated in accordance with Company's Privacy Policy, which is incorporated by reference into this Agreement, and which can be viewed at: <https://www.consilio.com/privacy-policy>.

9. Disclaimers. Company Beta Software provided hereunder may be designated as alpha, beta, development, pre-release, untested, or not fully tested versions. The Company Beta Software may be incomplete and may contain errors or inaccuracies that could cause failures, corruption and/or loss of data or information. You expressly acknowledge and agree that, to the extent permitted by applicable law, all use of Company Beta Software is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy, and effort is with you. COMPANY IS PROVIDING ALL CONFIDENTIAL INFORMATION, INCLUDING THE PRE-RELEASE SOFTWARE AND BETA TOOL PRODUCTS,

TO YOU SOLELY ON AN “AS IS” BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that Company has not publicly announced the availability of the Company Beta Software, that Company has not promised or guaranteed to you that such Company Beta Software will be announced or made available to anyone in the future, and that Company has no express or implied obligation to you to announce or introduce the Company Beta Software or any similar or compatible product, or to continue to offer access to the Company Beta Software in the future.

YOU FURTHER ACKNOWLEDGE THAT BY INSTALLING SUCH COMPANY BETA SOFTWARE ON YOUR COMPUTERS AND/OR DEVICES, THESE COMPUTERS AND DEVICES MAY NOT BE CAPABLE OF BEING RESTORED TO THEIR ORIGINAL CONDITION AND THAT APPLICATIONS AND SERVICES MAY BE AFFECTED BY YOUR USE OF COMPANY BETA SOFTWARE. FURTHER, YOU UNDERSTAND THAT DATA (INCLUDING DOCUMENTS) FROM SUCH APPLICATIONS OR SERVICES THAT YOU CREATE OR CHANGE WHILE USING COMPANY BETA SOFTWARE MAY BE INCAPABLE OF BEING RESTORED OR RECOVERED. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF YOUR TESTING, INSTALLATION OR USE OF COMPANY BETA SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE OR DATA OR ANY LOSS OF DATA OR INFORMATION ARISING FROM YOUR USE OF SUCH PRE-RELEASE SOFTWARE. IN ADDITION, THE COMPANY BETA SOFTWARE MAY CONTAIN ERRORS OR INACCURACIES THAT COULD CAUSE FAILURES, CORRUPTION, OR LOSS OF DATA AND/OR INFORMATION FROM YOUR COMPUTER AND/OR DEVICE OR FROM YOUR PERIPHERALS (INCLUDING, WITHOUT LIMITATION, SERVERS, AND PRINTERS) CONNECTED THERETO. COMPANY STRONGLY ENCOURAGES YOU TO BACK-UP ALL DATA AND INFORMATION ON YOUR COMPUTER, DEVICES AND/OR ANY PERIPHERALS PRIOR TO YOUR PARTICIPATION IN THE BETA PROGRAM AND BEFORE ANY INDIVIDUAL SEEDS. THE COMPANY BETA SOFTWARE IS NOT INTENDED FOR USE, AND SHOULD NOT BE USED, IN PRODUCTION OR BUSINESS-CRITICAL SYSTEMS.

10. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH TESTING, INSTALLATION, OR USE OF THE COMPANY BETA SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF THE PRE- RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. IN NO EVENT WILL COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR ANY USE OF THE PRE-RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR ANY PERIPHERALS CONNECTED THERETO, AND/OR FROM ANY OTHER CONFIDENTIAL INFORMATION, AND/OR COMPANY’S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. COMPANY’S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THE PRE-RELEASE SOFTWARE OR THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS SET FORTH IN THIS SECTION APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM IS BROUGHT, EVEN IF COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OF DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN AND NOTWITHSTANDING

ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT.

11. Indemnification. You agree to defend and indemnify Company and its affiliates from and against any legal action, demand, suit, or proceeding brought against Company or its affiliates by a third party arising out of or related to your use of the Company Beta Software.

12. Assignment. You may not assign or transfer this Agreement or any of its rights or obligations hereunder in whole or in part without the prior written consent of Company. Subject to the foregoing, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

13. Relationship of the Parties. This Agreement is voluntary and does not create any joint venture, partnership, agency, or employment relationship between the parties.

14. No Third-Party Beneficiaries. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express, or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

15. Third Party Software & Information. The Company Beta Software may include portions of third-party software and other copyrighted material. The Company Beta Software contains acknowledgements, licensing terms, and disclaimers for such material and such respective terms will govern your use of such software and material. The respective vendor or supplier will provide all third-party requirement and descriptions, and Company shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

16. Equitable Remedies. You hereby acknowledge and agree that (a) a breach or threatened breach by you gives rise to irreparable harm to Company for which monetary damages may not be an adequate remedy; and (b) if a breach or threatened breach by you occurs, Company will in addition to any and all other rights and remedies that may be available to it at law, at equity or otherwise in respect of such breach, be entitled to seek equitable relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security.

17. Export Compliance. You must comply with United States, foreign and international laws, and regulations, including without limitation, the United States Export Administration Regulations and the United States Office of Foreign Asset Control regulations, and other anti-boycott and import regulations. Such export laws govern use of the Company Beta Software including technical data and any deliverables provided under this Agreement and you agree to comply with all such laws and regulations (including “deemed export” and “deemed re-export” regulations). You are responsible for ensuring that no data, information, software programs and/or materials resulting from Company Beta Software or Confidential Information will be exported directly or indirectly in violation of these laws. You will indemnify Company for any violation by you of any applicable export controls or economic sanctions laws and regulations.

18. Governing Law, Jurisdiction and Venue. This Agreement will be governed by and construed in all respects in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. Each party hereby consents to the exclusive venue and jurisdiction of the federal courts of New York.

19. Severability, Waiver and Amendment. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such provision will be changed and interpreted as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in full force and effect. No waiver of any term or right in this Agreement will be effective unless made in writing and signed by an authorized representative of the waiving party. Any waiver or failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Except to the extent otherwise expressly provided in this Agreement, this Agreement may only be amended in writing signed by both parties hereto.

20. Counterparts, Entire Agreement and Order of Precedence. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement states the entire agreement of the parties regarding the subject matter of this Agreement, and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. Any preprinted terms on any purchase order are hereby expressly rejected by Company and will be of no force or effect.

The parties hereto have caused their duly authorized representatives to execute this Agreement as of the date(s) set forth below.

Consilio, LLC

(Company Name)

Signature:		Signature:	
Name:	Mike Flanagan	Name:	
Title:	General Counsel	Title:	
Date		Date:	
Address:	1828 L Street NW, Suite 1070 Washington, DC 20036	Address:	
Email:	Michael.Flanagan@Consilio.com	Email:	