SOFTWARE LICENSE AGREEMENT

Note: Version 1 - 2024-08-01

IMPORTANT – READ THIS CAREFULLY BEFORE USING OR ACCESSING THIS PROPRIETARY ANDI BUSINESS CONSULTING SOFTWARE.

BY AGREEING TO AN ORDER FORM (DEFINED BELOW), CLICKING "I AGREE", PAYING FOR THE LICENSE TO THE SOFTWARE, OR BY OTHERWISE ACCESSING OR USING THE ANDI BUSINESS CONSULTING SOFTWARE (any of the foregoing is "Acceptance"), LICENSEE AGREES TO BE BOUND BY THIS AGREEMENT.

This Software License Agreement (the "**Agreement**") is made as of the day of Acceptance (the "**Effective Date**") by and between Andi Business Consulting LLC, a Pennsylvania limited liability company with offices at 239 Forth Ave., Suite 1401 5317, Pittsburgh, PA 15222 ("**Andi**"), and the entity identified that is either identified in a separate order form or ordering process, or accessing or using the Software ("**Licensee**").

This Agreement governs Licensee's license to and use of the Software (defined below). You are entering into this Agreement for Licensee's license of the Software in accordance with this Agreement. You represent and warrant that the individual signing this Agreement on behalf of Licensee has the authority to bind Licensee to this Agreement.

RECITALS:

WHEREAS, ANDI is the owner of a proprietary software product called Vendor Tooling Management (the "**Software**") and the provider of related services; and

WHEREAS, Licensee desires to license a trial copy of the Software for evaluation purposes only in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1.   Grant of License.
Subject to the terms of the Agreement, Licensee is hereby granted a limited, nonexclusive, nontransferable, nonsublicenseable license to use the Software for Licensee's internal business purposes as is necessary to receive services from Andi and in accordance with any written documentation for the Software provided by Andi.

2.   Use.
Licensee shall not use the Software for any purpose other than as expressly permitted by this Agreement. The Software must be used on computer systems that meet the system requirements specified by Andi. Andi is not required to supply any hardware and/or software required for proper operation of the Software.

3.   Term.
The license grant is effective until terminated. Either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach. Upon termination of this Agreement, Licensee shall promptly remove all copies and other information or materials pertaining to the Software from Licensee's computer system and its premises, and make no further use whatsoever of the Software, except to the extent that may be permitted under any subsequent agreement between Licensee and Andi. The provisions of Sections 4, 5, 6, 7, 8, and 9 hereof, and any other provision that by its nature survives termination, shall survive termination of the Agreement.

4.   Fees; Taxes; Delivery.
Licensee shall pay Andi a one-time license fee as quoted. Andi shall invoice Licensee and Licensee shall pay Andi within 15 days of receipt of the invoice. The license fee is exclusive of applicable taxes. Andi shall deliver the Software upon receipt of payment. The Software is accepted upon delivery.

5.   Ownership; Restrictions.
Licensee acknowledges that the Software is and shall remain the sole and exclusive property of Andi and Andi's licensors, and that Andi and its licensors shall own all right, title, and interest therein, together with all patent, copyright, and other intellectual property rights therein: foreign and domestic. Andi reserves all rights not expressly granted to Licensee under the Agreement. Licensee shall not copy the Software (even for back-up purposes), shall not distribute the Software to any third party by any means, shall not modify, reverse engineer or decompile the Software, create derivative works based thereon, attempt to derive source code, the underlying ideas, algorithms, structure, or organization of the Software, or use the Software to create any computer program or other material that replicates or utilizes the same or substantially similar functions as the Software. Licensee shall retain all copyright, patent, and/or trademark notices on the Software and shall take such other steps as may be reasonably necessary to not infringe upon Andi's intellectual property rights therein.

6.   Disclaimer of Warranties.
THE SOFTWARE IS BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ANDI EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

ANDI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT: (a) THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS; (b) ANY PARTICULAR RESULTS WILL BE OBTAINED FROM THE USE OF THE SOFTWARE, OR (c) THE SOFTWARE IS IN EVERY RESPECT CURRENT, COMPLETE, ACCURATE, OR RELIABLE.

7.   Limitation of Liability.
ANDI SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LEGAL FEES, ARISING OUT OF ACCESS OR USE OF THE SOFTWARE EVEN IF ANDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ANDI'S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT OR LICENSEE'S USE OF THE SOFTWARE UNDER THIS AGREEMENT EXCEED $50.

8. **Confidentiality.**

(a)	During the term of this Agreement, each party may be given or have access to, confidential information of the other party, including without limitation, the Software, the terms of this Agreement, research and development information, technology, know-how, methods, techniques, proprietary processes, data and databases, trade secrets, and other intellectual property, whether or not patented or patentable, copyrighted or copyrightable, financial, commercial, or other proprietary information that relates to the business, financial affairs, personnel, business development and marketing, methods of operation, product documentation, customer and pricing information, security procedures, and internal controls of the other party (collectively, "**Confidential Information**"). Confidential Information shall include all data, notes, summaries, or other material derived from the foregoing.

(b)	Each party hereby agrees that such party shall: (i) use the disclosing party's Confidential Information only to exercise rights and perform obligations under this Agreement, and for no other purpose whatsoever; (ii) disclose the disclosing party's Confidential Information only to those of the receiving party's employees or agents with a need to know, and permit such employees or agents to use the Confidential Information only in connection with the purposes referred to above; (iii) take, and require its employees and agents to take, all precautions necessary to keep confidential and protect from theft, unauthorized duplication or discovery, the disclosing party's Confidential Information; and (iv) advise its employees and agents who receive the Confidential Information that they may only use, and are required to protect, such Confidential Information as set forth above. Each party is ultimately responsible for the safe keeping of the Confidential Information disclosed by it to its employees and agents.

(c)	The foregoing restrictions on use and disclosure shall not apply to Confidential Information that the receiving party can conclusively show: (i) was in its possession, as evidenced by written records, pre-dating disclosure hereunder; (ii) was or became public knowledge through no fault of the receiving party; (iii) was disclosed to the receiving party by a third party who was not bound by any confidentiality restriction and did not so bind the receiving party; or (iv) is required by law to be disclosed, but only to the extent of such requirement.

(d)	At any time upon request by the other party and upon the expiration or earlier termination of this Agreement (whichever event occurs first), each party shall return to the other party, all of the other party's Confidential Information, including all notes, memoranda, and analyses of such information and any and all excerpts or copies of said Confidential Information, whether in written, electronic, or other format.

(e)	If either party is required to disclose Confidential Information of the other party to a court of law or other governmental authority, it shall, to the extent practicable under the circumstances, immediately notify the other party in writing. The parties shall reasonably cooperate with each other in seeking a mutually satisfactory way to protect any Confidential Information required to be disclosed to such legal authorities.

(f)	Each party shall notify the other immediately upon discovery of any use or disclosure of the other party's Confidential Information in violation of this Agreement, or any other breach of the confidentiality obligations herein, and shall cooperate fully with the other party to assist it in regaining possession of the Confidential Information and to prevent further disclosure or use of the Confidential Information in violation of this Agreement.

(g)   Andi and Licensee acknowledge that disclosure of Confidential Information to a third party or use of the Confidential Information contrary to the terms of this Agreement may cause irreparable harm for which damages at law may not be an adequate remedy, and agree that the provisions of this Agreement prohibiting disclosure of the Confidential Information or use contrary to the provisions hereof may be specifically enforced, without the necessity of posting bond, by a court of competent jurisdiction in addition to any and all other remedies available at law or in equity.

9.   Indemnification. Licensee shall indemnify, defend, and hold harmless Andi, its members, officers, employees, and agents, from and against any and all loss, liability, or damages (including court costs and reasonable attorney's fees) whether or not arising from a third party claim, arising out of or incurred in connection with a breach by Licensee of any term or condition of this Agreement or Licensee's use of the Software under this Agreement.

10.   Independent Contractor Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture, or agency relationship of any kind. Neither party has any authority under this Agreement to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

11.   Notices. Any notice required or permitted to be given hereunder by either party shall be in writing and shall be deemed given on the date received if delivered personally or five (5) business days after the date postmarked if sent by registered or certified U.S. mail, return receipt requested, postage prepaid to the addresses set forth on the first page of this Agreement, or to such other address or addresses as the parties may from time to time designate in writing.

12.   Enforceability.
If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided the surviving Agreement materially comports with the parties' original intent.

13.   Waiver.
Waiver or forbearance by either party or the failure by either party to claim a breach of any provision of this Agreement or exercise any right or remedy provided by this Agreement or applicable law, shall not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

14.   Changes and Modifications.
No changes or modifications to this Agreement shall be deemed effective unless in writing and executed by all parties hereto.

15.   Assignment.
Neither party may assign this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld, except that Andi may, upon written notice to Licensee, assign this Agreement and Andi's rights and obligations, in whole or in part, to any of its affiliates, any purchaser of all or substantially all of its assets, or to any successor entity resulting from any merger or consolidation of Andi with or into such successor entity.

16.   Entire Agreement.

This Agreement, together with any Attachments hereto, represents the complete and entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, regarding this subject matter.

17.   Headings.

The headings in this Agreement are for convenience only and shall not affect in any way the meaning of the provisions to which they refer.

18.   Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania, without reference to the choice of law provisions thereof. Any and all proceedings relating to the subject matter of this Agreement shall be maintained in the federal or state courts sitting in Pittsburgh, Pennsylvania, which courts shall have exclusive jurisdiction for such purpose, and the parties hereby consent to the personal jurisdiction of such courts upon proper service of process. The Uniform Computer Information Transactions Act shall not apply to this Agreement.

19.   Export Laws.

Licensee agrees that the Software may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations of the United States. Licensee agrees and certifies that it will not use the Software for any purpose prohibited by the foregoing acts.

20.   Litigation.

In the event of litigation, the losing party shall pay the winning party's costs to enforce its rights hereunder, including, but not limited to court costs and reasonable attorneys' fees.

21.   Successors and Assigns.

Subject to Section 15 (Assignment) hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.