

SUMMARY OF KEY TERMS

This document summarizes the essential points of the Software as a Service (SaaS) Subscription Agreement for TubeLayout™. By completing the registration form, you agree to be bound by the full Agreement text provided below.

Duration

The standard subscription term is 1 year (365 days), starting from the "Effective Date".

Effective Date

The Effective Date is the day the Licensee activates the service. This occurs after:

1. Submission of the online Subscription Form (www.tubelayout.com/register);
2. Receipt of the payment link and completion of payment;
3. Receipt of the activation link and activation. The license expires 365 days after this date and requires explicit renewal.

Fees

Licensing costs are published on our pricing page: www.tubelayout.com/pricing.

Communication

For any inquiries, please contact us at: info-tl@chesolver.com.

Please read the full Agreement below carefully before proceeding.

SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION AGREEMENT

This Software as a Service (SaaS) Subscription Agreement is a binding agreement made between www.tubelayout.com ("Licensor") and you, the Licensee ("You", "Your", "Licensee" or "Customer"), and governs Your use, under license, of certain Licensor software and access to certain Licensor services according to the terms and conditions set forth below. All components, or terms and conditions, contained in this Agreement are integral to the Agreement and Licensee consents to all of these terms and conditions. All components of this Agreement collectively are referred to herein as the "Agreement". By accessing or using the Software and Services, You acknowledge that You have read and understand this Agreement, that You accept all of the terms and conditions contained here in full, and that You agree that the terms and conditions shall be fully and legally binding upon the Parties, without the need for any further indication of acceptance on Your part (such as by signature, click through or other means of electronic acceptance). If You are acting on behalf of a Licensee, You represent that You have full legal authority to bind the Licensee.

If You choose not to agree to all of these terms and conditions, do not access and/or use the Licensor Software or Services.

Your access and/or use of the Licensor Software or Services shall constitute Your acceptance of all of the terms and conditions set forth in this Agreement.

This Agreement is effective immediately upon Your completion of the Subscription Form ("Effective Date").

2 Definitions

"Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with the entity named above.

"Agreement" shall mean this Software as a Service (SaaS) Subscription Agreement and any exhibits, schedules, addenda and associated Subscription Forms related hereto or otherwise submitted to Licensor in connection with the Software or Services.

"Customer" shall mean the Licensee under this Agreement which has submitted a Subscription Form in connection with the Software or Services.

"Customer Data" shall mean electronic data and information submitted by or for Customer for the Services.

"Data Schema" shall mean Licensor' representation of relevant inventory information, vulnerability information, threat information, risk weighting factors, and all other data and its structure used by the Software.

"Documentation" shall mean any software or services support documentation supplied by Licensor.

"Subscription Form" shall mean an online order or electronic file order specifying the Software or Services to be provided hereunder that is entered into between Licensor and Licensee or otherwise submitted by Licensee to Licensor, including any addenda and supplements thereto. By submitting or entering into a Subscription Form, Customer agrees such Subscription Form shall be considered part of this Agreement and further agrees to be bound by all the terms and conditions of this Agreement.

"Services" shall mean the services which Licensor agrees to provide under this Agreement that are ordered by Customer through a Subscription Form, namely access to the Software, any management services and any other services specified in this Agreement or made available online by Licensor.

"Software" shall mean the Licensor proprietary set of instructions that are executed by a machine, including (without limitation), subsequent updates, enhancements, modifications and releases of the same, as well as third party software added to or used in connection with the foregoing; and, all related components, templates, features, enhancements, modifications, data and related files that is used by Licensor to perform the Services.

"Licensor Materials" shall mean any software, programs, tools, systems, data or other materials made available by Licensor to Customer in the course of the performance of the Services, including but not limited to, the Software,

Documentation, as well as any information, materials or feedback provided by the Customer to Licensor relating to the Software, Documentation, Data Schema and Content Package.

“Cloud Services Account” or **“CSA”** shall mean a cloud based account which Licensee maintains at one of the Licensor authorized cloud computing platform web hosting service providers which hosts the Licensor Software which Licensee accesses and uses under this Agreement.

3 SaaS Services and Support

3.1 Subject to the terms of this Agreement, Licensor will use commercially reasonable efforts to provide Customer the Services in accordance with the Subscription Form. As part of the ordering process, Customer will receive from Licensor an user name and password for Customer’s account.

3.2 Subject to the terms of this Agreement, Licensor will provide Customer with reasonable technical support and management services.

4 Restrictions and Responsibilities

4.1 Customer will not make any Service or Software available to, or use any Service or Software for the benefit of, anyone other than Customer, unless expressly stated otherwise in a Subscription Form. Customer will not sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Software, or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party.

4.2 Customer will not directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any Licensor Materials; modify, translate, or create derivative works based on the Services or any Software; or remove any proprietary notices or labels.

4.3 Customer will not use a Service or Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.

4.4 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. Customer is prohibited to perform activities like, but not limited to: unauthorized access, accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System, interception, monitoring of data or traffic on a System, falsification of origin, monitoring or crawling, denial of service (DoS). Customer hereby agrees to indemnify and hold harmless Licensor against any damages, losses, liabilities, settlements and expenses (including, without limitation, costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of the Services. Although Licensor has no obligation to monitor Customer’s use of the Services, Licensor may do so, and Customer hereby authorizes Licensor to do so. Licensor may prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing.

4.5 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including without limitation, hardware, software, networking, CSA and the like. Customer shall also be responsible for maintaining the security of Customer’s account, passwords and files and for all uses of Customer’s account with or without Customer’s knowledge or consent, and Customer hereby acknowledges and agrees that Licensor shall have no responsibility for such matters.

4.6 Customer owns and accepts all responsibility for any data, information or material that Customer and its users process or submit to the Service in the course of using the Service, including any personally identifiable information (Customer Data). Customer agrees to separately back up all Customer Data. Customer at all times retains ownership of all Customer Data. Customer, and not Licensor, shall have sole responsibility for the accuracy, quality, security, integrity, legality, reliability, appropriateness, and intellectual property rights in all Customer Data. Customer is solely responsible for ensuring that any processing of Customer Data by Licensor and Customer via the Service is in compliance with all applicable laws. Customer shall provide notices to, and obtain any consents from, third parties as

required by applicable law, rule or regulation in connection with Licensor' processing of Customer Data via the Service.

5 Confidentiality and Proprietary Rights

5.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Licensor includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Licensor to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Proprietary Information does not include any information after 3 years following disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law.

5.2 Customer acknowledges and agrees that the Licensor Materials are and shall at all times be and remain the sole and exclusive property of Licensor and Licensor' third party licensors, subject only to the ownership rights of such third parties in portions of the Software and the rights granted to Customer in this Agreement. Licensor retains all right, title and interest in and to the Licensor Materials. Customer does not and will not be deemed to acquire any right, title or interest therein, except as expressly granted in this Agreement. Further, Customer does not and will not be deemed to acquire any right, title or interest in any patent(s), copyrighted material, or other intellectual property, or proprietary information or data, owned by Licensor Corporation and /or any of its subsidiaries or affiliates.

5.3 Customer shall own all right, title and interest in and to the Customer Data as well as any data that is derived from the Customer Data and provided to Customer as part of the Services.

5.4 Notwithstanding anything to the contrary, Licensor shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Licensor will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Licensor offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth in this Agreement.

6 Payment of Fees

6.1 Customer and Licensor acknowledge and agree that payment of fees or other sums due to Licensor in connection with this Agreement will be handled or coordinated by or through the CSA Provider. Customer will pay CSA Provider the then applicable fees described in the Subscription Form for the Services in accordance with the terms therein ("Fees"). Licensor reserves the right to change Fees or applicable charges and to institute new charges and Fees at the end of the initial service term or then-current renewal term, upon thirty (30) days prior notice to Customer, and Customer's continued use of Licensor' Services shall be deemed acceptance of such changes to the charged Fees or applicable charges. If Customer believes that CSA Provider has billed Customer incorrectly, Customer must contact CSA Provider, as applicable, no later than 60 days after the closing date on the first invoice in which the error or problem appeared, in order to receive an adjustment or credit, and CSA Provider shall not be responsible for any errors in billing not brought to its attention in accordance with this provision. Inquiries should be directed to CSA Provider's customer support department.

6.2 CSA Provider will invoice Customer in accordance with this Agreement, the relevant Subscription Form, and the Customer's CSA. Fees are due within the terms mentioned in the relevant Subscription Form. Failure of Customer to pay CSA Provider's invoices in accordance with this Agreement shall represent a breach of Customer's obligations under this Agreement and shall entitle Licensor to immediately terminate Customer's access to the Services.

7 Term and Termination

7.1 This Agreement commences on the Effective Date and continues until all Services hereunder have expired or have been terminated.

7.2 The term of this Agreement and each Service shall be as specified in the applicable Subscription Form.

7.3 Either party may also terminate this Agreement upon 30 days written notice if the other party materially breaches any of the terms or conditions of the Agreement and fails to correct the breach within the notice period. Customer will pay in full for the Services up to and including the last day on which the Services are performed.

7.4 The following sections will survive any termination or expiration of this agreement: 3.2, 3.5, 4, 5, 6, 7, 8 and 9.

8 Warranty and Disclaimer

8.1 Licensor shall use reasonable efforts consistent with prevailing industry standards to provide and maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Customer acknowledges that the Services may be temporarily unavailable due to scheduled maintenance or for unscheduled emergency maintenance, either by Licensor or by third-party providers, or because of other causes beyond Licensor's reasonable control. Where reasonably possible, Licensor shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.2 LICENSOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES LICENSOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND LICENSOR DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9 Limitation of Liability and Limitation on Damages

IN NO EVENT SHALL LICENSOR, ITS SUPPLIERS, OR THE CSA PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF DATA OR USE, OR ANY BUSINESS INTERRUPTION OR DISRUPTION, INCURRED BY EITHER CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION SOUNDING IN CONTRACT, TORT, WARRANTY, FIDUCIARY DUTY, STATUTORY CLAIM UNDER ANY FEDERAL, STATE, LOCAL LAW OF THE UNITED STATES OF AMERICA OR ANY OTHER JURISDICTION, OR ANY OTHER TYPE OF LEGAL CLAIM, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER LICENSOR NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, LOSSES, COSTS OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES, (II) LICENSOR'S DISCONTINUATION OF ANY OR ALL ACCESS TO THE SERVICES, OR (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE ACCESS TO THE SERVICES FOR ANY REASON WHATSOEVER, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, DENIAL OF ACCESS, OR FAILURE TO MAINTAIN OR STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA. THE AGGREGATE AND CUMULATIVE TOTAL LIABILITY OF LICENSOR, ITS SUPPLIERS, AND/OR THE CSA PROVIDER FOR DAMAGES, INCLUDING FOR DIRECT DAMAGES, UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM, AND IF SUCH DAMAGES RELATE TO PARTICULAR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE SERVICES GIVING RISE OR RELATED TO THE ALLEGED LIABILITY AND DAMAGES UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE CLAIM. LICENSEE ACKNOWLEDGES THAT THE FEES APPLICABLE FOR THE SERVICES REFLECT THE ALLOCATION OF RISK SET

FORTH IN THIS AGREEMENT AND THAT LICENSOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF BOTH LIABILITY AND DAMAGES SET FORTH IN THIS AGREEMENT (INCLUDING THOSE SET FORTH ABOVE IN THIS SECTION 8 AND IN SECTION 9.2 BELOW).

10 Miscellaneous

10.1 This Agreement and the associated Subscription Forms shall not be assignable by Customer without the prior, written consent of Licensor. Any assignment or transfer by Customer in violation of this Section will be void. This Agreement may be assigned or transferred by Licensor.

10.2 **No Liability for Certain Delays or Failures of Performance.** Licensor and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms, floods, or other elements of nature, blockages, embargoes, riots, cyber attacks (including without limitation distributed denial of service attacks, malware, ransomware, and any other cyber events), acts or orders of government, acts of terrorism, or war.

10.3 If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall remain in effect.

10.4 Licensor may modify this Agreement at any time by posting a revised version on its website and/or the CSA Provider's website or by otherwise notifying the Customer in accordance with Section 9.5. The modified terms will become effective upon posting or, if Licensor notifies the Customer by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, Customer agrees to be bound by the modified terms. It is the Customer's responsibility to check the referenced websites regularly for modifications to this Agreement. The current Agreement and Subscription Form, with priority being given to the Sunscription Form, shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Customer to Licensor.

10.5 Any notice, report or statement required to be given or made hereunder shall be considered properly given if sent by email, or registered or certified mail, return receipt requested, postage-paid to the respective address of each party as either of the parties shall have last furnished in writing to the other.

10.6 Customer will not, without Licensor' express prior written permission, use any trade name, trademark or other identification (or any abbreviation, contraction or simulation thereof) owned or used by Licensor in any advertising, publicity, or marketing.

10.7 This Agreement and any exhibits, attachments or other documents related thereto (including any related Subscription Form) constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous agreements whether written or oral.