

IMPORTANT: This is a temporary End User License Agreement (EULA). Kepner-Tregoe will continue to make improvements to the EULA while the application is being developed. Until the application is formally released, please be advised of the following in addition to the terms laid out below in the EULA:

- This application is still under development and may change at any time without prior notice.
- Do not send any confidential information to any AI chatbot used within this application while it is still under development.
- Kepner-Tregoe does not claim ownership of any information you may enter into this application. You are solely responsible for it.
- We will not track or retain the content of any chatbot conversations or text edits you may make while using this application.
 - All other information is wiped whenever the browser tab you are accessing the app in is closed or refreshed.
 - For this reason, be sure to save tables and chats generated by the app to your local storage if you wish to retain them.
- For the purpose of informing development of the application, we will track costs associated with AI usage, the template(s) being used, and which account the costs are coming from.

End User License Agreement

This End User License Agreement, including the Order Form which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between Kepner-Tregoe, Inc., a Delaware corporation with its principal place of business at 103 Carnegie Center, Suite 205, Princeton, New Jersey 08540 ("**Licensor**") and the person or entity identified on the Order Form as the licensee of the App ("**Licensee**").

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY [CLICKING THE "ACCEPT" BUTTON/CHECKING THE "ACCEPT" BOX ON THE ORDER FORM/[OTHER MEANS PROVIDED FOR ACCEPTANCE]] YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT

LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACCESS LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

"**Authorized Users**" means the following individual persons authorized to use the App pursuant to the license granted under this Agreement: solely those individuals authorized to use the App pursuant to the license granted under this Agreement, as set forth on the Order Form.

"**Documentation**" means Licensor's user manuals, handbooks, and installation guides relating to the App provided by Licensor to Licensee within the App.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Fees**" means the fees, including all taxes thereon, paid [or required to be paid] by Licensee for the license granted under this Agreement.

"**Order Form**" means the order form filled out and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee's purchase of the license for the App granted under this Agreement.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**App**" means the product described in the Order Form in object code format, including any Updates provided to Licensee pursuant to this Agreement.

"**Third Party**" means any Person other than Licensee or Licensor.

"**Updates**" means any updates, bug fixes, patches, or other error corrections to the App that Licensor generally makes available free of charge to all licensees of the App.

2. License Grant and Scope. Subject to and conditioned upon Licensee's payment of the Fees and Licensee's compliance with all terms and conditions set forth in this Agreement,

Licensor hereby grants Licensee a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 16(e)), license, during the Term and solely by and through its Authorized Users, to:

(a) Use the App in accordance with the Documentation. [Unless the Order Form expressly states that Licensee is purchasing a network license, each/Each] such computer shall be for a single Authorized [User.]

(b) Use and run the App in accordance with this Agreement and the Documentation, solely as set forth in the Documentation[and solely for Licensee's internal business purposes.

3. Third-Party Materials. The App [includes/may include] software, content, data, or other materials, including related documentation, that are owned by Persons other than Licensor and that are provided to Licensee on licensee terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**"). A list of all materials[, if any,] included in the App and provided under Third-Party Licenses [can be found [LOCATION]/is set forth on Schedule A to this Agreement,] and the applicable Third-Party Licenses are accessible via links therefrom. Licensee is bound by and shall comply with all Third-Party Licenses. Any breach by Licensee or any of its Authorized Users of any Third-Party License is also a breach of this [Agreement.]

4. Use Restrictions. Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:

(a) use (including make any copies of) the App or Documentation beyond the scope of the license granted under Section 2;

(b) provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the App or Documentation;

(c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the App or Documentation or any part thereof;

(d) combine the App or any part thereof with, or incorporate the App or any part thereof in, any other programs;

(e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof;

(f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the App or Documentation, including any copy thereof;

(g) except as expressly set forth in Section 2(a) and Section 2(c), copy the App or Documentation, in whole or in part;

(h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(i) use the App or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including:

(i) power generation systems;

(ii) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems;

(iii) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; and

(iv) military or aerospace applications, weapons systems, or environments;

(j) use the App or Documentation in violation of any law, regulation, or rule;
or

(k) use the App or Documentation for purposes of competitive analysis of the App, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.

5. Responsibility for Use of App. Licensee is responsible and liable for all uses of the App and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the App and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the App and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

6. [Compliance Measures.

(a) [The App [may contain/contains] technological copy protection or other security features designed to prevent unauthorized use of the App, including features to protect against any use of the App that is prohibited under Section 4. Licensee shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.]

(b) [On a [quarterly/annual/[OTHER PERIOD]] basis, and otherwise on Licensor's written request, Licensee shall conduct a review of its and its Authorized Users use the App and certify to Licensor in a written instrument signed by an officer of Licensee that it is in full compliance with this Agreement or, if Licensee discovers any noncompliance:

(i) Licensee shall immediately remedy such noncompliance and provide Licensor with written notice thereof. Licensee shall provide Licensor with all access and assistance as Licensor requests to further evaluate and remedy such noncompliance.

(ii) If Licensee's use of the App exceeds the number of copies or Authorized Users permitted under the license, Licensor shall have the remedies set forth in [Section 6(d).]

(c) [During the Term, Licensor may, in Licensor's sole discretion, audit Licensee's use of the App to ensure Licensee's compliance with this Agreement[, provided that (i) any such audit shall be conducted on not less than [NUMBER] days' prior notice to Licensee, and (ii) no more than [NUMBER] audits may be conducted in any [NUMBER] month period except for good cause shown. Licensor also may, in its sole discretion, audit Licensee's systems within [NUMBER] months after the end of the Term to ensure Licensee has ceased use of the App and removed all copies of the App from such systems as required hereunder. The Licensee shall [fully/reasonably] cooperate with Licensor's personnel conducting such audits and provide all [reasonable] access requested by the Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. [Licensor shall only examine information directly related to the Licensee's use of the App.]]

(d) If [the audit/any of the measures taken or implemented under this Section 6] determines that the Licensee's use of the App exceeds or exceeded the use permitted by this Agreement then:

(i) Licensee shall, within [NUMBER] days following the date of [such determination by Licensee][or][Licensor's written notification thereof], pay to Licensor the retroactive Fees for such excess use and, unless Licensor terminates this Agreement pursuant to Section 6.1(d)(iii), obtain and pay for a valid license to bring Licensee's use into compliance with this Agreement. In determining the Licensee Fee payable pursuant to the foregoing, (x) unless Licensee can demonstrate otherwise by documentary evidence, all excess use of the App

shall be deemed to have commenced on the commencement date of this Agreement or, if later, the completion date of any audit previously conducted by Licensor hereunder, and continued uninterrupted thereafter, and (y) the rates for such licenses shall be determined without regard to any discount to which Licensee may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement).

(ii) [If the use exceeds or exceeded the use permitted by this Agreement by more than [[PERCENTAGE]%), Licensee shall also pay to Licensor, within [NUMBER] days following the date of Licensor's written request therefor, Licensor's [reasonable] costs incurred in conducting the audit.]

(iii) If the use exceeds or exceeded the use permitted by this Agreement by more than [[PERCENTAGE]%), Licensor shall also have the right to terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Licensee.

Licensor's remedies set forth in this Section 6(d) are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this Agreement or [otherwise].]

7. Maintenance and Support.

(a) Subject to Section 7(c), the license granted hereunder entitles Licensee to the software maintenance and support services located at [LICENSOR'S WEBSITE ADDRESS]:

(i) for [one (1) year/[OTHER SUPPORT PERIOD]] following the date set forth on the Order Form; and

(ii) thereafter, solely if Licensee purchases additional support services.

Such support services shall be provided on the terms and conditions set forth [in Schedule B/at the following URL: [URL]].

(b) Maintenance and support services will include provision of Updates. Licensor may develop and provide Updates in its sole discretion, and Licensee agrees that Licensor has no obligation to develop any Updates at all or for particular issues. Licensee

further agrees that all Updates will be deemed part of the App, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. Maintenance and support services do not include any new version or new release of the App that Licensor may issue as a separate or new product, and Licensor may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

(c) Licensor has no obligation to provide maintenance and support services, including Updates if Licensee is in breach under this Agreement; or for any version of the App that has been modified other than by or with the authorization of Licensor, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation [or expressly authorized by Licensor in writing.

8. Collection and Use of Information; Use of AI Features of App

(a) Licensee acknowledges that Licensor may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the App and about equipment on which the App is installed or through which it otherwise is accessed and used, through:

(i) the provision of maintenance and support services[./; and]

(ii) security measures included in the App as described in Section 6.]

(b) Licensee agrees that the Licensor may use such information for any purpose related to any use of the App by Licensee or on Licensee's equipment, including but not limited to:

(i) improving the performance of the App or developing Updates; and

(ii) verifying Licensee's compliance with the terms of this Agreement and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the App.

(c) Licensee may allow the App to record Users' voices to provide instructions to the App, and to use text to speech to read messages sent from the App, export the contents of conversations with the App's chatbox (AI) feature as well as content, including tables, generated by the App.

(d) Licensee may allow the App to use AI models of its choice to communicate with the App.

(e) Licensee may allow the App to connect to Anthropic's Claude API ("Claude") to send messages and have AI generated responses and AI generated content,

including tables, delivered, using the Sonnet 4 Model from Anthropic. Users may also search the internet for the most recent content to inform Claude's responses, using an outside internet search API like Google or Braves.

(f) Licensee may allow the App to read summarized content from Licensor's Instructor Reference Manual to guide Users through the App.

(g) When such functionality is released, Licensee may allow Users to integrate the App with Licensee's company content sources, such as Sharepoint, Google Drive, One Drive, and the like.

(h) When such functionality is released, Licensee may allow Users to change AI models (from Anthropic) to generate content.

(i) When such functionality is released, Licensee may allow Users to upload and store files for Claude to reference in the future.

(j) Licensee may allow Users to upload files for Anthropic's Claude API to read and use as context for that API's reply, extracting information in the files uploaded, which include Word, Excel, TXT, CSV, image files, and PDF.

9. No Representations and Warranties Regarding AI Training on User Content.

(a) Although the App will turn on Anthropic's "do not train" setting, Licensor makes no representations and warranties with respect to whether such setting will prevent User content from being used by Anthropic (or whichever AI model the User chooses) to train. Given that AI models commonly use User content to train, no company can make guarantee that a given AI model offered by a third party (such as Anthropic) will not use such content to train.

(b) Because of the risk that an AI model, including but not limited to Anthropic, may train on User content, Users should be careful not to allow access to or input into the App any sensitive or proprietary content.

(c) Because of the risk of training by the AI model, Licensor cannot guarantee that others, outside the confines of the App, will not have access to User content.

(d) Licensor makes no representations or warranties as to the security or preservation of confidentiality of any content entered by Users into the App or to which Users give the App access.

10. Intellectual Property Rights. Licensee acknowledges and agrees that the App and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the App or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Licensee shall reserve and shall retain its entire right, title, and interest in and to the App and all Intellectual Property Rights arising out of or relating to the App, except as expressly granted to the Licensee in this Agreement. Licensee shall

promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the App and fully cooperate with Licensor, at Licensor's sole expense, in any legal action taken by Licensor to enforce its Intellectual Property Rights.]

11. [Payment]. All Fees are payable in advance in the manner set forth in the Order Form and are non-refundable[, except as may be expressly set forth herein]. Any renewal of the license or maintenance and support services hereunder shall not be effective until the fees for such renewal have been paid in full.]

12. Term and Termination.

(a) This Agreement and the license granted hereunder shall remain in effect [for the term set forth on the Order Form or until earlier/until] terminated as set forth herein (the "**Term**").

(b) Licensee may terminate this Agreement by ceasing to use and destroying all copies of the App and Documentation.

(c) Licensor may terminate this Agreement, effective upon written notice to Licensee, if Licensee, materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for five (5) business days after Licensor provides written notice thereof.

(d) Licensor may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(e) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease using the App and destroy the Documentation. No expiration or termination shall affect Licensee's obligation to pay all Licensee Fees that may have become due before such expiration or termination, or entitle Licensee to any refund, in each case except as set forth in Section 13.1(c)(ii).

13. Limited Warranties, Exclusive Remedy, and Disclaimer/Warranty [Disclaimer].

(a) Solely with respect to App for which Licensor receives a License Fee, [Licensor warrants that, for a period of [NUMBER IN WORDS] ([NUMBER]) days following the [purchase/license] date set forth on the Order Form:

(i) the App will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith.

[THE FOREGOING WARRANTIES DO NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.]

(b) The warranties set forth in Section 13(a)(i) will not apply and will become null and void if Licensee breaches any provision of this Agreement, or if Licensee, any Authorized User, or any other Person provided access to the App by Licensee or any Authorized User, whether or not in violation of this Agreement:

(i) uses the App on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Licensor in writing;

(ii) modifies or damages the App including abnormal physical or electrical stress; or

(iii) misuses the App, including any use of the App other than as specified in the Documentation or expressly authorized by Licensor in writing.

(c) [If, during the period specified in Section 12(a), any App covered by the warranty set forth in such Section fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty pursuant to the Section 12(b), Licensor will, subject to Licensee's promptly notifying Licensor in writing of such failure, at its sole option, either:

(i) repair or replace the App, provided that Licensee provides Licensor with all information Licensor [reasonably] requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or

(ii) refund the Fees paid for such App, subject to Licensee's ceasing all use of and, if requested by Licensor, returning to Licensor all copies of the App.

If Licensor repairs or replaces the App, the warranty will continue to run from the initial date specified on the Order Form, and not from Licensee's receipt of the repair or replacement. The remedies set forth in this Section 12(c) are Licensee's sole remedies and Licensor's sole liability under [this Agreement/the limited warranty set forth in Section 12(a)].

(d) [EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 13(a),]THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO

LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

14. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE,

EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR [(i)] THE SOFTWARE [OR (ii) UP TO TWELVE (12) MONTHS OF THE SPECIFIC SERVICES], THAT IS [OR ARE] THE SUBJECT OF THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 13(a) AND SECTION 13(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. Export Regulation. The App may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the App to, or make the App accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the App available outside the US.

16. US Government Rights. Each of the Documentation and the App is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Licensee is an agency of the US Government or any contractor therefor, Licensee only receives those rights with respect to the App and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

17. Miscellaneous.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of New Jersey in each case located in or closest to the City of New Jersey and Mercer County and each party irrevocably submits to the exclusive personal jurisdiction and venue of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) In no event shall Licensor be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, epidemics or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government

order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; and (viii) shortage of adequate power, internet, cloud computing or other facilities.

(c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 17(c)).

(d) This Agreement, together with the Order Form, and all other documents that are incorporated by reference herein, constitute the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 17(e) is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement

shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order Form [and all Annexes, Schedules, and Exhibits] referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(j) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

Annex 1

AUTHORIZED USER TERMS OF USE

These App Terms of Use ("**Terms of Use**") govern your use of the KT Agent nondownloadable application provided at _____ (the "**App**"), including all user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the App or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to a software license agreement (the "**App License Agreement**") between Kepner-Tregoe, Inc. ("**Licensor**") and your employer or other person or entity who owns or otherwise lawfully controls the computer on which the App is installed ("**Licensee**").

BY [CLICKING THE "ACCEPT" BUTTON/CHECKING THE "ACCEPT" BOX/[OTHER MEANS PROVIDED FOR ACCEPTANCE]] YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY LICENSEE TO ACCESS AND USE THE SOFTWARE; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT [CLICK THE "ACCEPT" BUTTON/CHECK THE "ACCEPT" BOX/[OTHER MEANS PROVIDED FOR ACCEPTANCE]] AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SOFTWARE.

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- (a) the expiration or earlier termination of the App License Agreement between Licensor and Licensee; or
- (b) your ceasing to be authorized by Licensee to use the App for any or no reason.

2. Use Restrictions. You shall not, directly or indirectly:

- (a) use the App or Documentation except as set forth in Section 1;
- (b) copy the App or Documentation, in whole or in part;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the App or any part thereof;
- (d) combine the App or any part thereof with, or incorporate the App or any part thereof in, any other programs;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof;
- (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the App or Documentation, including any copy thereof;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the App or any features or functionality of the App, for any reason, to any

other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(h) use the App or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including:

(i) power generation systems;

(ii) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems;

(iii) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; and

(iv) military or aerospace applications, weapons systems, or environments.

(i) use the App or Documentation in violation of any law, regulation, or rule; or

(j) use the App or Documentation for purposes of competitive analysis of the App, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.

3. Compliance Measures.

[(a) The App [may contain/contains] technological copy protection or other security features designed to prevent unauthorized use of the App, including features to protect against use of the App:

(a) beyond the scope of the license granted to pursuant to Section 1; or

(b) prohibited under Section 2.

You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.]

4. Collection and Use of Information.

(a) Licensor may, directly or indirectly through the services of others, collect and store information regarding use of the App and about equipment on which the App is accessed and used, by means of [(i)] providing maintenance and support services[and (ii) security measures included in the App as described in Section 3].

(b) You agree that the Licensor may use such information for any purpose related to any use of the App by you, including but not limited to: (i) improving the performance of the App or developing updates; and verifying compliance with the terms of this Agreement and enforcing Licensor's rights, including all intellectual property rights in and to the App.

5. No Representations and Warranties Regarding AI Training on User Content.

(a) Although the App will turn on Anthropic's "do not train" setting, Licensor makes no representations and warranties with respect to whether such setting will prevent User content from being used by Anthropic (or whichever AI model the User chooses) to train. Given that AI

models commonly use User content to train, no company can make guarantee that a given AI model offered by a third party (such as Anthropic) will not use such content to train.

(b) Because of the risk that an AI model, including but not limited to Anthropic, may train on User content, Users should be careful not to allow access to or input into the App any sensitive or proprietary content.

(c) Because of the risk of training by the AI model, Licensor cannot guarantee that others, outside the confines of the App, will not have access to User content.

(d) Licensor makes no representations or warranties as to the security or preservation of confidentiality of any content entered by Users into the App or to which Users give the App access.

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8. Export Regulation. The App may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the App to, or make the App or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the App available outside the US.

9. Governing Law. These Terms of Use are governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of New Jersey.

ORDER FORM

SCHEDULE A

[THIRD-PARTY SOFTWARE]

SCHEDULE B

[MAINTENANCE AND SUPPORT]