



LICENSEE NAME EQUIS® End User License Agreement (EULA)

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- i) Custom/client-specific database objects (tables, views, stored procedures, etc.) should **not** be added to the standard "EQuIS" schema (within the database); instead, custom/client-specific database objects should be added to a custom/client-specific schema (see <https://docs.microsoft.com/en-us/sql/relational-databases/security/authentication-access/create-a-database-schema?view=sql-server-2017>).
- ii) Custom/client-specific tables may be added to the databases.
- iii) Custom/client-specific fields may be added to core tables; **however, we strongly recommend that custom/client-specific fields be added to custom/client-specific tables to simplify database maintenance and support.**
- iv) Custom/client-specific indexes may be added to core tables when appropriate (note that improper use of indexes may adversely affect performance).
- v) Core table names **may not be changed**.
- vi) Fields within core tables **may not be changed (including field name, length, data type, and nullability)**.

Due to the in-place nature of the database update process, any custom objects (tables, fields, queries, etc.) added to project databases will persist. Rather than migrating data to a new structure during the update process, EQuIS uses T-SQL code to make in-place modifications to existing project databases. If a significant change in the standard EQuIS database structure prevents preservation of custom database objects, users will be notified and provided with guidelines on migrating custom objects to the new structure. Please note that in rare circumstances, certain customization of the data structure within these guidelines may affect the functionality of EQuIS. If this is determined to be the case, EarthSoft will handle this situation on a case-by-case basis and determine the best means of resolving any technical issues. For example, if a custom field is added to a table and EarthSoft subsequently adds a field of the same name to the core structure, database updates may not be successful. **Please communicate requests for additional tables/fields and we will advise.**

If any database modifications are made beyond what is explicitly stated as acceptable, EarthSoft will not be liable for any remediation, loss, or damage of any sort whatsoever; nor will EarthSoft be responsible for the proper function and operation of any EQuIS software connecting to these databases. Services required to correct or to customize for any non-conformity with the EQuIS Database Requirements are not covered by warranty nor are they included in the EQuIS Software Maintenance Agreement (SMA) support specifications and will only be provided if requested and authorized by Licensee under an additional services agreement.

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Licensee may contact EarthSoft Help Desk for technical support at:

Telephone: (800) 649-8855 • (503) 345-0212

Email: support@earthsoft.com

Hours: 8:00 AM - 8:00 PM EST

- a. EQuIS maintenance services apply by product as follows:
 - i) **EQuIS software solutions Price Quote** itemize the SMA fee for the License Portfolio of EQuIS Products covered during the subscription term. The software maintenance services begin with the product registration and continue during the initial and all subscription renewal periods.

- ii) EQuIS Enterprise Viewer License Agreement (**VLA**) and Application Programming Interface (**API**) Subscriptions require an appropriate EQuIS Enterprise License. The VLA fees and API are in addition to the EQuIS Enterprise license and maintenance fees. The Licensee supports those 3rd party users.
- b. EQuIS maintenance services subscriptions include access to EQuIS software support materials:
 - i) EQuIS software support materials are virtual resources (no physical materials provided); they include all digital materials received or accessed by Licensee in conjunction with or in continuing support of the licensed product, including but not limited to, all user reference materials, help files, training materials and other technical or contractual documentation pertaining to EQuIS.
 - ii) EQuIS software support materials are copyrighted works of EarthSoft, Inc. and are distributed with all rights reserved. Licensee may authorize applicable users to view, print, copy, archive, distribute, and use exclusively for the support of Licensee EQuIS products that are then covered for support; all other uses are prohibited without the written, use-specific permission of EarthSoft, Inc.
 - iii) EarthSoft will maintain an online Community Center for Licensees authorized users to access (currently at <http://community.earthsoft.com/>) which contains EQuIS support dashboards:
 - EQuIS Data Dictionary – a searchable and browsable dictionary of standard EQuIS data tables and fields;
 - EQuIS Discussion Forum – a venue for Licensee users to receive product release announcements and participate in EQuIS-centric discussions with and amongst EarthSoft staff and the EQuIS user community;
 - EQuIS Downloads – access to a repository of EQuIS software, EQuIS Academy Training videos, and EQuIS Office Hours recordings presented by EQuIS experts; and
 - EQuIS Online Documentation – online documentation for EQuIS software products.
- c. EarthSoft will provide software technical support, including an automated support system for the logging of feature requests, enhancements, and software bugs submitted by Licensee, and for the routine implementation of these EQuIS software support services during the Subscription Term.
 - i) EarthSoft will maintain a system for recording and managing the Licensee authorized POC's and designated agents for support.
 - ii) EarthSoft will provide general technical support and documentation to assist Licensee with configuration, updates, and upgrades of EQuIS software.
 - iii) EarthSoft (through its EQuIS Online software-as-a-service) will coordinate and install all applicable updates, fixes, and patches for EOL Hosted EQuIS Software Subscriptions.
- d. EarthSoft provides software technical support to assist Licensee as per the following process:
 - i) Business days shall mean Monday through Friday, excluding U.S. and Canadian National Holidays; and business hours shall mean 8 am to 8 pm Eastern Time (UTC -0500) on such business days (U.S. daylight savings time will apply).
 - ii) Licensee POC initiates EarthSoft Help Desk support by emailing support@earthsoft.com or by placing a call to the EarthSoft Help Desk at +1 (503) 345-0212;
 - iii) Licensee requests for support services shall include all relevant information and shall specify what type of assistance is being requested from EarthSoft;
 - iv) Emails and telephone calls are tracked in our online ticket [##xxxx##] tracking system via a unique Ticket number (ticket [##xxxx##]) which is emailed to Licensee and thereafter is used to automatically log each email communication (**subject field of email must include "ticket [##xxxx##]"**);
 - v) EarthSoft Help Desk will respond by email or scheduled web meeting to answer questions generally within twelve (12) business hours as may be applicable in accordance with the Severity Level Action Table below; and
 - vi) Licensee may, if applicable, propose a Severity Level assessment to a service request based on the

Severity Level criteria described below. Licensee must identify its proposed Severity Level in the subject of the email and include a reasonably complete description of the issue and provide sufficient files and data for EarthSoft to recreate and resolve the specific problem. If EarthSoft disagrees with the Severity Level proposed by Licensee, the parties will mutually reassess the problem in good faith to agree on what Severity Level to assign to the problem. EarthSoft has the final determination as to all Severity Level assignments. EarthSoft will, following its own internal protocol and using its own staff and resources, attempt to resolve each such problem in accordance with the Severity Level Action Table:

	Description	Target Response Time	Target Workaround Time	Target Resolution Time	Target Update frequency until resolution
Critical - 1	A problem in the software has been identified that makes the continued use of one or more functions impossible (or severely restricted) on a critical system and prevents Licensee from continued production or otherwise severely risks critical business operations.	Within one (1) business hour of receipt of a service request, a request is acknowledged as a critical severity issue.	6 hours	24 hours	Every 4 business hours
High - 2	A problem in the software has been identified that severely affects or restricts major functionality. The problem is important to productivity but is not causing work stoppage; operations continue in a restricted fashion.	Within four (4) Business hours of receipt of a service request, the request is acknowledged as high severity issue.	1 business day	3 business days	Every 1 business day
Medium - 3	A minor problem in the software has been identified that does not have a major effect on business operations but may warrant repair or a reasonable workaround.	Within two (2) Business Days of receipt of a service request, the request is acknowledged as a medium-severity issue.	5 business days	10 business days	Every 2 business days
Low - 4	Minor condition or documentation error that has no significant effect on the operations, requests for a new feature, or suggestions that are defined as new functionality in the existing software.	Within five (5) Business Days of receipt of a service request, any service requests without a proposed Severity Level will be assumed a low severity issue.	N/A	Addressed in the next release	N/A

e. Premium EQUIS support services:

- i) These standard software benefits and detailed support service processes are included with the Licensee EQUIS Software Maintenance Subscription Fee; if you purchase enhanced operational support, those optional specifications and fees will be supplemental to these.

- ii) EarthSoft will allow multiple POC's for direct Help Desk Support by designated contacts from Licensee support team (primary or secondary POC's) for purposes of feature requests (i.e., configuration, report, or other changes). For general inquiries, Help Desk is available to other contacts or users from within the Licensee Enterprise.
- iii) EarthSoft may offer optional EQuIS support service contracts to satisfy different alternate requirements; fee proposals will be prepared in response to detailed specification requests.
- f. Licensee responsibilities – compliance, competence, and performance requirements:
 - i) Licensee is responsible for its end- users being appropriately trained and reasonably proficient with the EQuIS software, the EQuIS software support materials, and the matters presented herein.
 - ii) Licensee is responsible for implementing version updates to their software as well as specific fixes, patches, and workarounds that are provided by EarthSoft and to cooperate in a timely and professional manner to realize the benefits described herein; failure by Licensee to perform such operational solutions relieves EarthSoft of further support requirements on the specific ticket issues.
- g. EQuIS Product Version Policies: enhancement, compatibility, and obsolescence policies:
 - i) EarthSoft continuously develops and improves EQuIS software to best satisfy the requests of the EQuIS community at large and in accordance with company practices. This continuous development process is implemented in cycles that result in an average of three or four new releases per year (minimum of one new release per year).
 - ii) EarthSoft develops EQuIS software in a manner such that each new release also maintains backward compatibility (unless technically infeasible) with the two most recently released previous versions of the EQuIS software.
 - iii) EarthSoft practices regarding EQuIS version obsolescence are to ensure that each new product will be supported for a minimum of eighteen (18) months from its initial release and that Licensee will be notified not less than six (6) months in advance of the planned end of support for any such product. If prior releases require severity one (1) fixes, those fixes may be distributed (at EarthSoft's discretion) as either an in-place hotfix (e.g. replacing an individual file) or a new release.
- h. EQuIS maintenance services subscriptions also include upon request:
 - i) Confidential Help Desk support for authorizing access to and use of Licensee EQuIS by outside agents – requires authorized POC and Agent to complete an **EQuIS Protection Agreement Form**.
 - ii) No charge, optional, access to source code for qualified Software – requires authorized POC to complete an **EQuIS Source Code License Request Form**.
 - iii) No charge, optional, non-production licenses for qualified Training and Testing Server Environments – requires authorized POC to complete an **EQuIS Non-Production License Request Form**.

13. EQuIS ONLINE (EOL) HOSTING PROVISIONS (These provisions apply to EOL Subscription Products only).

EarthSoft will provide Software hosting services on Microsoft Azure for Licensee to use purchased EOL hosted EQuIS product licenses and services as specified and in accordance with the following:

- a. Activation Date, EarthSoft, and Licensee Obligations:
 - i) It is hereby agreed for contractual purposes, to the Activation Date as stated in the EarthSoft Price Quote; the specified Software and services will be available on or before such date.
 - ii) EarthSoft shall provide Hosted Software as a service (SaaS) to the Licensee and its end-users via the internet to use for its internal business requirements as authorized herein.
 - iii) Licensee hereby acknowledges that the title of and intellectual property rights to all such Software is and shall remain in the ownership of EarthSoft and its Suppliers. The Licensee agrees to promptly pay all amounts due and to renew SaaS or remove data prior to the Subscription expiry date.
- b. Term & Duration: Licensee agrees to the length of the Subscription (Term) and is financially

obligated to pay the Total Contract Value of the Subscription as stated in the EarthSoft Price Quote; the specified Software and services will be available during the Subscription Term up until the Subscription Expiration Date. EOL Subscription Renewals need to be discussed, quoted, ordered, and paid for prior to Subscription Expiration to avoid service interruption.

- c. Database: Each active EQuIS Online database will be hosted as a Microsoft Azure SQL Database with backup retention of no less than fourteen (14) days according to EarthSoft standard secure archival practices unless otherwise mutually agreed upon and specified in the Subscription Order.
- d. Firewall Security: All database connections are secured via SSL encryption and authenticated via appropriate credentials. Upon written request from Licensee POC, EarthSoft may establish database firewall rules to limit direct database connections to specific IP addresses or ranges.
NOTE: Limiting database connections to specific IP addresses/ranges may limit the ability for EarthSoft to provide technical support.
- e. Service Availability: EQuIS Online hosted environments are powered by a global network of Microsoft-managed data centers that meet or exceed industry standards for availability and reliability. Other than regular maintenance or unexpected outages, the service will be available 365 days per year, 24 hours per day (minimum of 166 hours per week).
NOTE: Neither EarthSoft nor Microsoft can control the Internet connection between the Licensee location(s) and the data center. Isolated Internet congestion, latency, or other connection outages will not reduce the assessed availability of the service.
- f. Data Encryption: Data encryption allows for secure transmission and storage of your data in the public cloud. 2048-bit SSL certificate is used to encrypt EQuIS data as it transmits between Azure and the end-user (EQuIS Enterprise and Professional connections).
- g. EOL Hosting Performance: If the Licensee feels that the hosting is not being met as defined herein, EarthSoft agrees to work with the Licensee towards a reasonable resolution.
- h. Disaster Recovery: In the event of a server failure, a database backup will be restored as soon as EarthSoft can commission a new hosting resource; it is expected that new services will be restored in 24 hours.
- i. Problem Reporting: EarthSoft will provide maintenance services as set out in the Maintenance Section 12.d. and the Severity Level Schedule. For problems regarding operation of the EOL Product Software (SQL Server, Web App Services, and EQuIS Products):
 - i) All problems reported by the Licensee shall include a Severity Level designation made by the Licensee. However, EarthSoft reserves the right, within reasonable discretion, to change the Severity Level as described herein or as may otherwise be deemed appropriate; notification to the Licensee will be made by EarthSoft as soon as practical.
 - ii) Problem Reports are to be submitted via email at support@earthsoft.com
 - iii) Licensee POC shall notify their EarthSoft Account Manager in writing, via email.
 - iv) Licensee may notify EarthSoft via the designated telephone line.

14. GENERAL PROVISIONS.

- a. Software, documentation, and services are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in The Rights in Technical Data and Computer Software clauses found in 48 CFR 252.227-7013. The Contractor/Manufacturer is EarthSoft, Inc., 125 S Alcaniz St, Suite 2, Pensacola, FL 32502-6004.
- b. The failure of either party to enforce any provision of this EULA shall not be deemed a waiver of any of the provisions or of the rights of such party thereafter to enforce that or any other provision. A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

- c. The parties agree that if a court holds any provision of this agreement to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement to give effect to the stricken clause to the maximum extent possible.
- d. Sections of this agreement that, by their terms, require effect or enforcement after the termination or expiration of this agreement will survive, including "RESERVATION OF OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS," "DISCLAIMERS," "LIMITATIONS OF DAMAGES," "LIMITATION OF LIABILITY," "LICENSEE RESPONSIBILITIES" and these "GENERAL PROVISIONS".
- e. This agreement will be governed by and construed in accordance with the laws of the State of Delaware, U.S.A. and applicable federal laws of the United States; any disputes shall be resolved in the State of Delaware. Furthermore, any action to enforce this agreement will be filed in the State of Delaware. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- f. Any general terms and conditions you have in a purchase order or other documents do not apply. This agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding whether oral or written, relating to the subject of this EULA. This EULA may only be modified by a written agreement signed by EarthSoft.
- g. EarthSoft is not responsible for nonperformance or delay in performance under this EULA due to any force majeure event, including without limitation acts of God, acts of government, wars, civil disturbances, strikes, or other labor unrest, telecommunications failures, or other cause beyond the reasonable control of EarthSoft.

IN WITNESS WHEREOF, this agreement has been executed by the following duly authorized representatives of the parties and shall be in full force and effect as of the date of the signatures below.

On Behalf of Licensor, EarthSoft, Inc.:

On Behalf of Licensee, LICENSEE NAME:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

SHOULD YOU HAVE A QUESTION ABOUT THIS AGREEMENT OR WISH TO CONTACT US, PLEASE EMAIL
AGREEMENTS@EARTHSOFT.COM



LICENSEE NAME EQuIS End User License Agreement (EULA)
ADDENDUM FOR HELIOS

This Addendum (“Addendum”) supplements and amends the EarthSoft EQuIS End User License Agreement (“EULA”). Except as expressly modified herein, all terms and conditions of the EULA remain in full force and effect. Capitalized terms not defined in this Addendum have the meanings assigned in the EULA.

- 1. Use of Third-Party AI Services.** Licensee acknowledges and agrees that certain EarthSoft products, including EQuIS™ Helios (“Helios”), rely on third-party cloud-based artificial intelligence services provided by Microsoft Azure (“Azure AI Services”) to perform internal processing on behalf of Licensee. Such processing may include, without limitation, optical character recognition (OCR), text extraction, summarization, entity extraction, personally identifiable information detection, table extraction, indexing, and search-related operations. EarthSoft is authorized to transmit Licensee data to Azure AI Services solely for the purpose of providing the functionality of Helios and other licensed EarthSoft products. Azure AI Services shall have access to permitted disclosures under the EULA. Licensee acknowledges that the AI based processing described above is an essential and non optional component of Helios. These services cannot be disabled without materially impairing or preventing the operation of Helios. Use of Helios therefore requires Licensee’s acceptance of this Addendum and the availability of the Azure AI Services upon which Helios depends.
- 2. No Use of Customer Data for Model Training.** Helios does not use Licensee data to train, improve, or modify any Azure AI models or EarthSoft models. Azure AI Services used by Helios do not use customer data submitted through the services to train Microsoft’s foundation models. All processing is performed for Licensee within EarthSoft-specified Azure resources and Licensee data remains isolated from other customers.
- 3. Ownership and Handling of AI-Generated Outputs.** AI-generated outputs produced through Helios including but not limited to summaries, extracted text, extracted entities, classifications, metadata, and tabular data are derived from Licensee’s own content. EarthSoft does not claim ownership of Licensee’s underlying data or of derivative outputs generated solely from such data.

EarthSoft retains ownership of all Software, algorithms, workflows, and processing logic used to generate such outputs. Licensee retains ownership of the outputs themselves to the extent they constitute derivative works of Licensee data.

Nothing in this Addendum grants Licensee any rights to Azure AI models, EarthSoft models, or any underlying intellectual property used to generate outputs.

- 4. AI-Specific Disclaimers.** Licensee acknowledges that AI-generated outputs may be probabilistic in nature and may contain inaccuracies, omissions, or misclassifications. AI-generated content is provided “AS-IS” and is subject to all warranty disclaimers and limitations of liability set forth in the EULA.

EarthSoft does not warrant that AI-generated outputs will be accurate, complete, or suitable for

regulatory, legal, or compliance purposes. Licensee is solely responsible for validating outputs prior to reliance or use.

- 5. Regional Availability and Service Dependencies.** Licensee acknowledges that Helios is dependent on the availability of Azure AI Services in the Azure region that support the required AI services. Helios functionality may be limited, delayed, or unavailable in regions where required Azure AI Services are not supported.

EarthSoft shall have no liability for unavailability, degradation, or limitations of Helios functionality arising from Azure regional service availability, Azure service interruptions, or changes to Azure AI Services outside EarthSoft's control.

- 6. Conflict of Terms.** In the event of any conflict between this Addendum and the EULA, this Addendum shall control solely with respect to Helios and AI-related processing.

IN WITNESS WHEREOF, this Agreement has been executed by the following duly authorized representatives of the parties and shall be in full force and effect as of the date of the signatures below.

On Behalf of Licensors, EarthSoft, Inc.:

On Behalf of Licensee, LICENSEE NAME:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

SHOULD YOU HAVE A QUESTION ABOUT THIS AGREEMENT OR WISH TO CONTACT US, PLEASE EMAIL
AGREEMENTS@EARTHSOFT.COM