

# NODAR, INC. – TERMS AND CONDITIONS OF SOFTWARE LICENSE AND DELIVERY

*Effective December 2, 2025*

NODAR INC  
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## 1. General.

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### **3. Payment.**

Licensee will pay the invoiced amount within thirty (30) days after the invoice date. All payments are non-refundable, non-cancellable, and exclusive of applicable taxes or government fees. Licensee is responsible for all taxes, duties, and fees except taxes based on NODAR's income. If a transaction is exempt from tax, Licensee will provide NODAR with a valid exemption certificate or other evidence of such exemption in a form acceptable to NODAR. Any amounts payable by Licensee hereunder that remain unpaid after the due date will be subject to a late charge equal to the lesser of one and one-half

percent (1.5%) per month or the maximum rate allowable by law from the due date until such amount is paid. Licensee will pay all amounts due to NODAR in U.S. dollars, unless otherwise provided in the Accepted order.

Continued access to Updates after the initial twelve (12) months requires the purchase of a new license.

#### **4. Warranty.**

THE SOFTWARE, DOCUMENTATION, SUPPORT, AND ANY RELATED SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. NODAR DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

NODAR warrants that the Software will be delivered free of viruses, worms, or other malicious code known to NODAR at the time of delivery..

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#### **5. Orders.**

Licensee’s order is an offer to license the Software. NODAR may send an order confirmation email or acknowledgement, but NODAR does not accept any order until NODAR provides written Acceptance or delivers the Software. NODAR reserves the right at any time, even after Acceptance, to modify the order for any reason, including errors or suspected fraud. Licensee may only cancel or modify an order prior to written Acceptance by NODAR.

#### **6. Indemnification.**

##### **6.1 NODAR Indemnification.**

NODAR will defend, indemnify and hold harmless Licensee against any claims, actions, demands, suits, proceedings, or settle any such claims, filed by third parties (“Claims”), alleging that the Software infringes any third-party copyright or patent or misappropriates any third-party trade secret. NODAR will pay any loss, liability, damage or cost attributable to such Claims that are awarded against Buyer in a final judgment, or that must be paid pursuant to a settlement agreed to in writing by NODAR. The indemnity obligations in this Section 6.1 require that: (a) Licensee will promptly notify NODAR of the Claim, (b) Licensee will give NODAR full information and reasonable assistance in connection with the Claim, and (c) NODAR will have sole control of the defense and settlement thereof.

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#### **7. Limitation of Liability.**

IN NO EVENT WILL NODAR BE LIABLE TO LICENSEE AND/OR ITS CUSTOMERS, DIRECTLY OR INDIRECTLY, FOR LOSS OF ANTICIPATED REVENUE OR PROFITS, INTEREST, PENALTIES OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES IN CONNECTION WITH THESE TERMS, WHETHER FOR BREACH OF CONTRACT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE. LICENSEE AGREES THAT NODAR'S LIABILITY IN ANY DISPUTE WILL BE CAPPED AT THE AGGREGATE TOTAL FEES PAID BY LICENSEE TO NODAR IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

#### **8. Governing Law and Dispute Resolution.**

Any disputes arising out of or relating to these Terms will be governed by the internal laws of the Commonwealth of Massachusetts, without giving effect to its choice of law principles. Any legal suit, action or proceeding arising out of or relating to these Terms will be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures. The seat or place of arbitration shall be Boston, Massachusetts, and the arbitration shall be conducted and the award shall be rendered in English.

#### **9. Assignment.**

Licensee may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, these Terms or any rights or obligations under these Terms, except that either Licensee or NODAR may assign these Terms without consent of the other party in connection with a merger, consolidation, corporate reorganization, or sale of all or substantially all of its business or assets pertaining to the subject matter of these Terms. Any purported assignment, transfer, delegation or other disposition by Licensee will be null and void. Subject to the foregoing, these Terms will be binding upon and will insure to the benefit of the parties and their respective successors and assigns.

#### **10. Export Regulations.**

Licensee is subject to, and is responsible for, compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions ("Export Laws"). Licensee and NODAR will comply with all relevant Export Laws and regulations, including, without limitation, the U.S. Export

Administration Regulations. Licensee shall ensure strict compliance with these Terms in the country(ies) where the Software is exported.

#### **11. Force Majeure.**

Neither party will be liable under these Terms because of any failure or delay in the performance of its obligations (except for payment of money) on account of pandemics, strikes, shortages, riots, fire, flood, storm, earthquake, acts of God, hostilities or any other cause beyond its reasonable control.

#### **12. Confidentiality.**

Each party will keep the other party's non-public information confidential and use it only as needed to exercise its rights or perform its obligations under these Terms. Confidential information may be shared only with employees or contractors who need to know it and who are bound by similar confidentiality obligations. These obligations do not apply to information that is public, already known without restriction, independently developed, or lawfully received from a third party. If legally required to disclose confidential information, the receiving party may do so with reasonable notice to the disclosing party (if permitted). Confidentiality obligations will survive termination.

#### **13. Severability.**

In the event that any provision (or portion thereof) of these Terms is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision (or portion thereof) will be severed and deleted from these Terms, while the remainder of these Terms will continue in full force and remain in effect according to its stated terms and conditions.

#### **14. Waiver.**

The waiver by either party of any default or breach of these Terms will not constitute a waiver of any other or subsequent default or breach. Failure by either party to exercise or enforce any rights hereunder will not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

#### **15. Survival.**

Sections 1, 2.2, 2.3, 2.4, 2.5, 3, 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16 and 17 survive termination of these Terms.

#### **16. Complete Agreement.**

These Terms constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of these Terms.

## **17. Termination.**

NODAR may immediately terminate these Terms & Conditions upon an incurable breach by Licensee or a breach by Licensee that remains uncured for thirty (30) days after notice from NODAR. Upon termination, Licensee must immediately cease all use of the Software and destroy all copies in its possession.

## **18. Definitions.**

**“Acceptance”** means NODAR’s written acceptance of a purchase order from Licensee for the Software.

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