

UST SmartOps™ End User License Agreement

This End User License Agreement (“EULA”) is between UST Global, Inc, a Delaware corporation, and [iHorizon] “Customer” (each a “Party” and together the “Parties”) effective as of [] (“Effective Date”).

1. DEFINITIONS

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where “Control” means control of greater than 50 % of the voting rights or equity interests of the entity;

“Claim” means a claim, action, or legal proceeding filed against a Party;

“Customer Data” means any information that is imported by or on behalf of Customer into the Software from its internal data stores or other sources not supplied by UST, including any internal workflows, charts, diagrams, instructions;

“Development Outputs” means the Customer Data outputs created using the Software;

“Improvements” means all versions, updates, corrections, improvements, developments, modifications, enhancements, variations, derivative works, scripts, any customizations, adaptations or extensions of feature sets of any of the Software components, or any software referenced herein, created or acquired by UST or its Licensors;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software, software graphic user interface, industrial models and designs, know-how, and any other intellectual property rights or rights of a similar nature;

“License Fee(s)” means the fees payable by Customer to UST for the Software components, as set in the applicable Order;

“License Term” means 1 (one) year as of the date the License Keys are issued by UST or its Licensors, UST provides access to the commercial version of the Software, as otherwise specified in an Order, or any shorter term as an effect of the termination of this EULA or of any Order;

“License Key” means an electronic activation key that authorizes the use of the Software components;

“Licensor” means a third party licensor of one or more components of the Software under agreement with UST permitting to UST to grant the rights to the Software under this EULA.

“Manuals” means the electronic or hard copies of instructions, specifications, and information related to the Software made available to Customer by UST via hardcopy, email, electronic link, or other means (except for any marketing, promotional or publicity materials);

“Order” means a written document executed between Customer and UST or a UST Partner specifying the Software to be made available to Customer that includes pricing and related terms.

“Personal Data” means any personal identifiable information that is regulated by applicable privacy laws, including General Data Protection Regulation (EU) 2016/679 (“GDPR”) and any protected health

information regulated under Health Insurance Portability and Accountability Act (HIPAA) in the United States and related legislation;

“Software” means the software, computer applications, associated user interfaces, help resources, and any related technology made available by UST or a UST Partner to Customer as specified in an Order, together with all any proprietary third party software that is provided as part of or that accompanies the Software;

“Support Services” means the support services provided to Customer as made available by UST and its Licensors. If the Software includes the UiPath RPA Platform, the support terms are located at: https://www.uipath.com/hubfs/legalspot/UiPath_Support_Terms.pdf (or successor website);

“UST Partner” means a third party authorized by UST to resell the Software to Customer under one or more Orders.

2. LICENSES AND ORDERING PROCESS

2.1. License. UST and its Licensors grants Customer and its Affiliates, during the License Term, a limited and non-exclusive right to access and use the Software as specified in the Order. Customer may not (a) except as permitted by applicable mandatory law, modify, reverse engineer, or de-compile the Software, or create derivative works based on the Software, (b) port, translate or localize the Software, (c) sell, lease, license, sublicense, copy, reproduce, market, download, distribute or convey access or use of the Software to any third party, (d) violate or circumvent any technological restrictions within the Software or (e) access the Software for purposes of monitoring its availability, penetration or security testing, or any benchmarking or competitive purposes. Except with respect to the limited rights granted under this section 2.1, UST and its Licensors retain all Intellectual Property Rights in the Software. Customer and its Affiliates retain all rights, including Intellectual Property Rights, in the Development Outputs. Specific use restrictions with respect to UiPath components of the Software are available at: <https://www.uipath.com/licensing-models>.

2.2. Ordering Process. All Orders for the Software and any related components will be listed in an Order and subject to the provisions of this EULA, irrespective if a reference to this EULA is made in the Order or not.

2.3. Non-Production License. If an Order contains non-production licenses of the Software, the Customer may use such licenses in non-production environments only, including for testing and evaluation purposes, during the License Term or as otherwise specified in the Order.

2.4. No Additional Rights. For clarity, the rights granted under this EULA do not modify the license permissions or increase the number of licenses granted under this EULA and are always subject to the number of licenses actually acquired and the licensing models of the Software as described in the Order or as provided under the Support Terms section.

2.5. No Third Party Beneficiary. There are no third party beneficiaries under this EULA. Customer acknowledges that Licensors will not be responsible for the obligations, acts or omissions of UST under this EULA.

3. THIRD-PARTY ACCESS

3.1. Outsourcing. Customer may allow third-party contractors to operate or access the Software solely on Customer's and its Affiliates' behalf, if the case, and only for Customer's and its Affiliates direct business purposes. Upon UST's request, Customer will provide a list of the entities having access to the Software.

3.2. Customer Responsibility. If Customer allows any person or entity to operate, use or access the Software, Customer is responsible for ensuring that such person or entity complies with the terms of this EULA and will be liable towards UST as if the actions of that other person or entity would have been its own.

4. SUPPORT TERMS

4.1. Support Services. Support Services for the Software are included in the License Fee and are provided during the License Term in accordance with the Support Terms.

4.2. Personal Data. Customer will not provide Personal Data to UST or allow UST to access any Personal Data through Customer's use of the Software unless agreed upon by the Parties in a separate agreement to this EULA.

4.3. No Support. UST will not provide Customer with Support Services for issues arising from the use of the Software in a manner inconsistent with Manuals or the terms of this EULA. Any remedy necessary to repair the issues referenced in this section is at UST's discretion.

5. PAYMENT TERMS

5.1. Payment. Customer must pay the License Fees specified in the Order. All License Fees are non-cancelable and non-refundable. The License Fees are invoiced annually in advance and due within 30 days from the invoice date unless specified otherwise in the Order. All invoices will only be delivered electronically to Customer. UST or the UST Partner as listed on the Order may charge interest at a monthly rate equal to the lesser of 1% per month, or the maximum rate permitted by applicable law, on any overdue License Fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any License Fees that are unpaid as of the date of termination or expiration of this EULA will be immediately due and payable.

5.2. Payment Disputes. If Customer believes in good faith that UST or the UST Partner has incorrectly billed Customer, Customer must contact UST or the UST Partner in writing within 15 days of the invoice date, specifying the error. If UST or the UST Partner and Customer will not settle the dispute amicably in a term of maximum 30 (thirty) days, then the dispute shall be referred to a court of law in accordance with the Governing Law Venue section. Customer will pay the undisputed portions of the invoice as provided under section 5.1.

5.3. Taxes. Prices are exclusive of any taxes. UST will send all invoices to a single designated billing address of Customer and shall presume that such address will be the address where the Software will be delivered, available and/or used unless Customer informs UST of a different location. Unless Customer provides UST a valid signed tax exemption or equivalent certificate in any jurisdiction where such certificates may be available, Customer agrees to pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or similar amounts ("Transaction Tax") that are owed under this EULA and which UST is permitted to collect from Customer

under applicable law. UST is solely responsible for taxes based on net income, payroll, and property ownership. All payments will be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or because of any taxes, levies, imports, duties, charge, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal, or other authority as required by law.

6. THIRD PARTY INTELLECTUAL PROPERTY CLAIMS

6.1. UST Obligations. UST will defend, at its expense, any third-party Claim against Customer during the License Term to the extent the Claim alleges that the Software infringes the third party's patent, copyright, or trademark, or that UST has misappropriated the third party's trade secret ("IP Claim"). UST will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by UST).

6.2. Remedy. In case of any IP Claim, UST may, at its own discretion: (a) procure for Customer a license to continue using Software under the terms of this EULA; (b) replace or modify the allegedly infringing components to avoid the alleged infringement; or (c) terminate Customer's license and access to the Software (or its allegedly infringing component) and refund the Customer pro rata fees pertaining to the Software components, computed on the basis of the prepaid and unused License Fees, but only if Customer confirms in writing that it destroyed all copies of the Software (or its allegedly infringing component) and any related materials, from all computer systems on which it was stored.

6.3. Conditions. UST will have no liability for any IP Claim: (A) that arises from any: (i) use of the Software in violation of this EULA; (ii) modification of the Software by anyone other than UST; (iii) failure by Customer to install the latest updated version of the Software, as requested by UST to avoid the alleged infringement; or (iv) third-party products, services, hardware, software, or other materials, or combination of these with the Software, if the Software would not be infringing without this combination; or (B) if Customer fails to: (i) promptly notify UST in writing of the IP Claim; (ii) provide UST with reasonable assistance requested by UST for the defense of the IP Claim; (iii) provide UST with the exclusive right to control or settle the IP Claim; or (iv) refrain from making admissions about the IP Claim without UST's prior written consent. The remedies in this Third Party Intellectual Property Claims section are Customer's sole and exclusive remedies and UST's sole liability regarding the subject matter giving rise to any IP Claim.

7. OTHER CLAIMS

7.1. Customer's Obligations. Customer will, at its expense, defend or settle any third-party Claim against UST to the extent it arises from any Development Outputs, Customer Data, or Customer's breach of section 2.1. Customer will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer).

7.2. Conditions. Customer's obligations under this Other Claims section are conditioned upon UST (to the extent permitted by applicable law): (i) promptly notifying the Customer of any Claim in writing; (ii) cooperating with the Customer in the defense of the Claim; (iii) granting the Customer sole control of the defense or settlement of the Claim; and (iv) refraining from making any admissions about the Claim. The remedies in this Other Claims section are UST's sole and exclusive remedies and Customer's sole liability regarding the subject matter giving rise to any such Claim.

7.3. Other Responsibility. For the avoidance of any doubt, under no circumstances UST may be liable for any Claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorneys' fees) of any kind and nature that may be asserted, granted or imposed against, directly or indirectly, arising from or in connection to any Development Outputs.

8. LIMITATION OF LIABILITY

8.1. Damages Exclusion. Neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages, the use or inability to use the Software, computer malfunction or failure, server down time, failure of the Software to operate with any other programs, loss of profits, reputation, use, or revenue, loss or corruption of data, or interruption of business.

8.2. Liability Cap. The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this EULA or its subject matter will not exceed an amount equal to the License Fees paid by the Customer's billing entity under this EULA during the 12 months before the initial Claim. This limitation will apply whether the Claim arises from contract or tort and regardless of the theory of liability but will not limit payment obligations as specified in the Payment Terms section.

9. REPRESENTATIONS & WARRANTIES

9.1. Software Limited Warranty and Remedy. UST warrants that the Software, as delivered to Customer, will substantially conform to the applicable Manuals during the License Term, to the extent that the Software is used in accordance with the Manuals. Customer must notify UST of a Claim under this warranty within 30 days of the date on which the condition giving rise to the Claim first appeared. To the extent permitted by law, Customer's sole and exclusive remedy and UST's sole liability under or about this warranty will be a replacement of the Software component, or if replacement is not commercially reasonable, a termination of the applicable Software component or services and a refund of pro rata fees pertaining to the Software component or service, computed on the basis of the prepaid and unused License Fees.

9.2. IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN, SOFTWARE IS PROVIDED ON AN "AS-IS" BASIS. NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UST DOES NOT WARRANT THE SOFTWARE OR ITS COMPONENTS WILL RUN UNINTERRUPTED OR ERROR FREE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE USE OF THE SOFTWARE. EACH PARTY DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10. TERM AND TERMINATION

10.1. Term. The term of this Agreement commences on the Effective Date listed in the applicable Order and shall continue for the Term.

10.2. Material Breach. If either Party commits a material breach of this EULA, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the

breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this EULA and any Orders, upon written notice. Upon termination for material breach and unless the non-breaching Party stipulates differently in the termination notice, all Orders will be terminated.

10.3. Effect of Termination. Upon termination or expiration of any License Term the license and associated rights for the respective Software components will immediately terminate and Customer must, at its expense remove and delete all copies of the Software components. Customer understands that some or all the Software components may cease to operate without prior notice upon expiration or termination of the License Term. The Parties agree that, except as otherwise provided under this EULA, the Customer will not be entitled to a refund of any fees paid hereunder after the delivery of the License Key or any renewal thereof.

11. PROFESSIONAL SERVICES

Any professional services requested by Customer related to the Software will be performed under a separate agreement.

12. LAW AND VENUE

12.1 Mediation. The Parties agree to try to settle every dispute amicably and, if they don't reach an agreement within 60 days from the date either of them receives a Claim from the other, the Parties consent to personal jurisdiction in, and the exclusive venue of, the courts located in Orange County, California.

12.2 Governing Law. Venue. This EULA is governed by the laws of the State of California, United States of America, without giving effect to any choice of law principles or provisions relating to conflicts of laws provisions. In the event a judicial proceeding is necessary, the sole forum for resolving disputes arising under or relating to this Agreement are the state and federal courts located in the state in which the principal business office of the defendant is located and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts. Such consent shall be binding and inure to the benefit of the permitted assigns of the parties. UST will have the right to pursue Claims against Customer in any other jurisdiction worldwide to enforce its rights under this EULA. The terms of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply to this EULA regardless of when or where adopted

12.3 Waiver of Jury Trial. Arbitration. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES WAIVES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EULA OR ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS EULA. If a waiver of jury trial is deemed by any court of competent jurisdiction as not being enforceable for any reason, then to the fullest extent permitted by law, each of the Parties hereto agree to binding arbitration. as follows: (i) any Claim relating to this EULA, except for Claims relating to Intellectual Property Rights shall be referred to and finally determined by expedited arbitration in accordance with the WIPO Expedited Arbitration Rules, and the arbitral tribunal shall consist of a sole arbitrator which shall be a qualified lawyer with at least 10 years of experience in commercial contracts; (ii) any Claims relating to Intellectual Property Rights shall be referred to and

finally determined by arbitration in accordance with the WIPO Arbitration Rules, and the arbitral tribunal shall consist of three arbitrators which shall be all qualified lawyers with at least 10 years of experience in issues relating to Intellectual Property Rights. The place of arbitration shall be determined in accordance with the table above. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the applicable law, according to the table above. The provisions of this paragraph shall survive the termination of this EULA.

13. COMPLIANCE

13.1. Export. Each Party acknowledges that the Software may be subject to export control regulations as enacted by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the "Export Control Regulations") regulating the export and re-export of the Software. Each Party represents that neither it or its Affiliates is named on any Export Control Regulations list of restricted parties. Each Party hereby agrees and undertakes that it shall not knowingly export or reexport the Software (or any product, process or service resulting directly therefrom), directly or indirectly, to any country or a foreign national of a country in violation of any such Export Control Regulations.

13.2. Anti-Corruption. Each Party confirms it has not been offered or received any illegal or improper bribe, kickback, payment, gift, or thing of value from the other Party's employees or agents in connection with this EULA. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.3. Confidentiality Obligations. Parties must, and will ensure their Affiliates, employees and/or agents shall, keep the Confidential Information (means and refers to any document and information to which a Party has access during the performance of this EULA, including but not limited to technical information, business methods, software programs, licensing model, of the other Party) confidential. Neither Party will in any manner, directly or indirectly, use or otherwise employ all or any of the Confidential Information of the other Party for any purpose other than the performance under this EULA. This confidentiality obligation will survive for 3 years after the termination or expiration of this EULA, except for the case of Confidential Information protected as trade secrets, in relation to which the confidentiality obligation shall be perpetual or shall exist for as long as such Confidential Information remains a trade secret under applicable law. The Customer acknowledges that if it provides any suggestions or feedback to UST, it does so voluntarily and without any obligation of confidentiality on UST in relation thereto, who will be entitled to use any suggestions or feedback, in any way and for any purpose.

13.4. License Compliance. UST may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that Customer's use, installation, or deployment of the Software comply with the terms of this EULA and Customer agrees to provide reasonable assistance and support required during such verification. In doing so UST will comply with the security requirements of Customer.

14. GENERAL

14.1. Assignment. Neither Party may assign this EULA without the other Party's prior written consent. Notwithstanding the foregoing, UST can assign this EULA to an Affiliate thereof without any consent or notification (either prior to or post assignment) in this sense being required.

14.3. Change of control. If a Party or its Affiliate is acquired by, sells substantially all of its assets to, merges with, or undergoes a change of Control in favor of, a direct competitor of the other Party, or changes its main object of activity into a business competing the other Party, then it must notify the other Party within 30 days prior to such event and, as a consequence, the other Party may terminate this EULA by giving a written notice within maximum 30 days as of the date of the change of control notice.

14.4. Privacy. During the performance of this EULA each Party may collect, store and use Personal Data related to the other Party's representatives or employees, such as their name, telephone number, e-mail address, job title. This Personal Data may be collected from the other Party or directly from the representatives or employees and it is necessary to allow the parties to enter into and perform this EULA. Each Party will be responsible for informing its own representatives or employees of the processing of their personal data as provided in this EULA. Each Party is responsible for complying with the applicable data protection legal requirements for the purposes of this EULA. If any of the Parties would at any time act as a data processor on behalf of the other Party during the performance of this EULA, the Parties shall enter into a data processing agreement in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") or equivalent. Personal Data collected by one Party at webinars and events organized by such Party may only be shared with the other Party in accordance with GDPR and other applicable privacy laws. The Party that collects the personal data shall ensure it obtains from the data subjects all legally required informed consents for the processing and transfer of their personal data to the other Party. All consents must be recorded and auditable. The Party that receives the Personal Data may request at any time to be provided with evidence of consent.

14.5. Technical Data Use Consent. Customer agrees that UST and its Affiliates may collect and use technical information gathered, if any, related to the Software. UST may use this information solely to improve the software or to provide customized services or technologies to the Customer and will not disclose this information in a form that personally identifies the Customer.

14.6. Third Party Providers. If Customer uses certain features of the Software in conjunction with third party data, products, services, and platforms, then Customer is responsible for complying with the terms and conditions required by such third-party providers, and all such use is at Customer's own risk.

14.7. No Partnership. Nothing in this EULA is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties and neither Party has authority to bind the other Party.

14.8. Notices. Any notice given under this EULA must be in writing by e-mail, with a suggestive subject, to the addresses notified in writing by each Party and will be effective the earlier of (i) when received by the Party, or refused by the Party or (ii) the next business day after being sent by the expeditor.

14.9. Publicity. The Customer does not authorize UST to publicly identify the Customer as a customer and / or include the Customer's name and logo on the UST's website and other promotional and marketing materials.

14.10. Third Party Licenses. The Software contains or may be used in conjunction with other software, including open source, which are the property of their respective owners and are licensed under their respective licenses, as updated from time to time or communicated to the Customer.

14.12. Entire Agreement. This EULA constitutes the entire agreement between the Parties with respect to the subject matter of this EULA and supersedes any prior written or oral agreement between them with respect to such subject matter. Unless otherwise provided herein, any amendments to this EULA may only be made in writing and become effective when signed by both Parties, other than some other features launched by UST and integrated with the Software which may have additional terms and for the use thereof the terms must be accepted by the Customer. In case of any discrepancies between the terms of this EULA and an Order, the terms of the Order will prevail. The Parties agree any termination of this EULA shall trigger termination of all Orders placed on the basis of this EULA, however, termination of an Order will not trigger termination of this EULA, unless otherwise agreed by the Parties in writing.

14.13. Severability. If any provision of this EULA is or becomes illegal, invalid or unenforceable for any reason, all other provisions of the EULA remain in force and shall produce legal effects.

14.14. No Other Terms. Any terms or conditions in any Order or any other related documentation submitted by or on behalf of Customer to UST do not form part of this EULA and are void, unless otherwise expressly agreed in writing and signed by authorized representatives of both Parties.

14.15. Waiver. No failure to exercise, nor any delay in exercising, any right, power or remedy under this EULA shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. Except as otherwise provided under this EULA the rights and remedies provided in this EULA are cumulative and not exclusive of any rights or remedies (provided by law). Any waiver of any breach of this EULA shall not be deemed to be a waiver of any subsequent breach.