INEMSOFT, INC.

END USER LICENSE AGREEMENT

(Subscription License)

Effective Date: October 12, 2026 | Version: Subscription EULA v2.2

This End User License Agreement ("Agreement") is entered into by and between INEMSOFT, Inc., a Texas corporation with its principal place of business at 5850 Town and Country Blvd., Suite 401, Frisco, Texas 75034 ("INEMSOFT"), and the customer identified in the applicable Sales Order ("Customer"). By installing, accessing, or using the Licensed Programs, Customer agrees to be bound by the terms of this Agreement.

1. DEFINITIONS

1.1 "Agreement" means this License Agreement, together with any amendments, schedules, exhibits, or Sales Orders incorporated by reference.

1.2 "Concurrent User" means a Registered Client licensed to use a Licensed Program designated by INEMSOFT as a concurrent application. Any number of Registered Clients may access the Licensed Program, provided that simultaneous usage does not exceed the number of Concurrent User licenses purchased.

1.3 "Licensed Programs" means INEMSOFT software products, including SEQUENCE® System and Applications Software, Radio Gateway, Endpoint Manager and related components, together with all Updates provided by INEMSOFT. This includes machine-readable code, documentation, manuals, and related materials. Source code is excluded and remains the exclusive property of INEMSOFT.

1.4 "Hosted Service" means provision of the Licensed Programs as a managed service to Third Parties from a network host.

1.5 "SaaS" means provision of the Licensed Programs to Third Parties via the internet.

1.6 "Third Parties" means any natural person or legal entity other than the parties to this Agreement.

1.7 "Node Locked Software" means a Licensed Program licensed for Use only on a designated computer.

1.8 "Proprietary Information" means the Licensed Programs in any form and any other information relating to the Licensed Programs that INEMSOFT identifies as proprietary or confidential.

1.9 "Registered Client" means an authorized user permitted to log in from a computer, endpoint, or device and access or perform functions on a Server. A single Registered Client may maintain multiple simultaneous sessions.

1.10 "Server" means a designated computer system at a specific location configured with Licensed Programs to support an authorized number of Registered Clients and Concurrent Users.

1.11 "Use" means: (i) transferring any portion of a Licensed Program into Customer's computer equipment for processing; (ii) executing any portion of a Licensed Program as a Registered Client or Concurrent User; (iii) executing Node Locked Software; (iv) accessing a Server to obtain or prepare data created by a Licensed Program; or (v) merging Licensed Programs in machine-readable form into another program.

1.12 "Resolution Time" means the elapsed time between Customer's service call reporting a problem and either (i) INEMSOFT implementing a recovery or Workaround, or (ii) INEMSOFT implementing a permanent fix that restores the Licensed Programs to compliance.

1.13 "Response Time" means the elapsed time between the Service Call reporting an Error and an INEMSOFT technical support analyst capable of understanding the Error contacting Customer's designated support contact.

1.14 "Workaround" means a solution that resolves an Error without materially decreasing Licensed Program features, functionality, or performance. This includes recovery using available redundant servers. Customer remains responsible for maintaining redundant servers for primary outages.

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1.15 "Third Party Caused Errors" means Errors resulting from Customer, its authorized parties, or third-party updates or changes to system configurations or the operating environment that interfere with the Licensed Programs.

1.16 "Error" means any defect or malfunction in the Licensed Programs that (i) causes an unexpected or fatal error message, or (ii) causes the Licensed Programs to fail to conform to applicable warranties.

1.17 "Update" means software provided by INEMSOFT that improves performance, fixes Errors, or otherwise updates the existing software.

1.18 "Sales Order(s)" means any order form or statement of work approved by Customer specifying, among other things, the Customer, number and type of licenses, Subscription Term, and applicable Licensed Programs.

1.19 "Subscription Term" means the period during which Customer has the right to Use the Licensed Programs, as specified in the Sales Order(s), including the initial term and any renewal terms. The Subscription Term begins on the earlier of the date set forth in the Sales Order, the date of first Use, or installation of the Licensed Programs.

2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement and INEMSOFT's right to terminate for Customer's breach under Section 8, INEMSOFT grants Customer a limited, non-exclusive, non-transferable license to Use the Licensed Programs during the Subscription Term, subject to the usage limitations set forth in the applicable Sales Order.

2.2 INEMSOFT reserves the right, upon reasonable prior notice, to audit usage. If unauthorized Use is discovered, Customer shall immediately cease such usage or promptly purchase additional licenses so that the total licenses reflect actual Use.

3. CONDITIONS OF LICENSE

3.1 Customer may make backup copies of machine-readable Licensed Programs and may copy printed documentation for internal use only.

3.2 Upon termination of this Agreement, Customer shall return to INEMSOFT (or destroy) the original and all copies of the Licensed Programs and certify in writing that it has done so.

3.3 Except as expressly permitted herein, Customer shall not reproduce, reverse engineer, decompile, disassemble, transfer, sublicense, loan, lend, distribute, rent, modify, translate, or otherwise copy the Licensed Programs. Customer may not host the Licensed Programs (on a subscription basis or otherwise) or permit Third Parties to Use the Licensed Programs. Customer may not make the Licensed Programs available as a Hosted Service or SaaS. Any unpermitted act constitutes a material breach of this Agreement.

3.4 Customer may not separate any component of the Licensed Programs and Use such component separately.

3.5 Fees for the Subscription Term are payable in advance at the frequency specified in the Sales Order (monthly or annually). INEMSOFT may suspend access if payment is not received when due. The Subscription shall automatically renew for successive terms of equal length unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

4. DELIVERY AND INSTALLATION

4.1 Risk of loss of the Licensed Programs transfers to Customer upon delivery.

4.2 Customer is solely responsible for providing and preparing the system environment on which the Licensed Programs will be installed, including virtual machines meeting INEMSOFT's published minimum specifications.

5. LIMITED WARRANTY

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INEMSOFT warrants that it has the right to enter into this Agreement and to grant the licenses hereunder. For a period of ninety (90) days from the date of delivery, INEMSOFT warrants that the Licensed Programs will be free from defects in media and will substantially conform to INEMSOFT's published specifications, provided the Licensed Programs are installed on hardware conforming to INEMSOFT's published system requirements. In the event of any non-conformance, Customer shall promptly notify INEMSOFT in writing and provide evidence that reproduces the claimed Error. INEMSOFT's sole obligation under this warranty is to use commercially reasonable efforts to promptly correct such defects. This warranty is void if the Licensed Programs are used on non-conforming hardware or if the hardware is modified without INEMSOFT's prior written consent.

6. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5, INEMSOFT AND ITS THIRD-PARTY SUPPLIERS MAKE NO EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. INEMSOFT'S TOTAL LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE SUBSCRIPTION PERIOD DURING WHICH THE CLAIM AROSE. IN NO EVENT SHALL INEMSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE LICENSED PROGRAMS MAY CONTAIN ERRORS THAT DO NOT MATERIALLY AFFECT OPERATION, AND INEMSOFT OFFERS NO WARRANTY THAT ALL SUCH ERRORS WILL BE CORRECTED.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Customer acknowledges that the Licensed Programs and related materials are proprietary and protected by patent, copyright, and/or trade secret law. All proprietary notices shall be duplicated on all copies and shall not be altered, removed, or obliterated. This obligation is material.

7.2 Unless otherwise agreed in writing, Customer shall limit access to the Licensed Programs to employees, contractors, or affiliates actively engaged in the installation or continued Use of the Licensed Programs on Customer's behalf.

7.3 Subject to the licenses granted herein, all right, title, and interest in and to the Licensed Programs, Proprietary Information, and any related patents, trademarks, copyrights, or trade secrets (including moral rights) remain exclusively with INEMSOFT and its licensors.

8. TERM AND TERMINATION

8.1 The Subscription Term for each subscription shall be as specified in the applicable Sales Order. Either party may terminate this Agreement by written notice if the other party: (i) files a petition in bankruptcy or has an involuntary petition filed against it that is not dismissed within sixty (60) days; (ii) fails to make a payment when due; (iii) commits a material breach that, if remediable, is not corrected within thirty (30) days after written notice; or (iv) breaches the sections entitled Conditions of License or Intellectual Property Rights (termination may be immediate).

8.2 Upon termination: (i) all licenses granted hereunder terminate immediately; (ii) Customer shall cease all Use of the Licensed Programs; and (iii) Customer shall certify in writing that all copies have been destroyed or returned to INEMSOFT. Customer shall have a reasonable period (not exceeding thirty (30) days) to retrieve its data, after which INEMSOFT may delete such data.

8.3 The provisions of Sections 3, 5, 6, 7, and 10 shall survive any expiration or termination of this Agreement.

9. SOFTWARE MAINTENANCE AND SUPPORT

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9.1 During the Subscription Term, INEMSOFT will maintain the Licensed Programs in accordance with this Agreement. Maintenance does not cover Customer's network components, virtual machines, routers, servers, databases, switches, or any equipment or software not sourced from INEMSOFT.

9.2 INEMSOFT will provide telephone and email support during business hours defined as 8:00AM–5:00PM US CST to resolve questions regarding operation of the Licensed Programs and the status of reported problems. Tier I 7×24 support is subject to a separate agreement.

9.3 Customer shall notify INEMSOFT of any Errors via email or telephone. INEMSOFT will correct Errors and cause the Licensed Programs to operate in compliance with the service levels below.

9.4 Customer is entitled to receive each Update that INEMSOFT, in its sole discretion, makes available during the Subscription Term.

9.5 Customer shall ensure that its support personnel are available to assist the INEMSOFT support team using desktop sharing, or shall provide remote access (including VPN, user credentials, and desktop sharing) to all components of the Licensed Programs at all times. Delays in providing access shall suspend INEMSOFT's obligations until access is restored.

9.6 Service Levels. INEMSOFT will respond to and resolve Errors according to the following priority levels. If an Error is determined to be a Third Party Caused Error or the result of unauthorized changes, Customer shall reimburse INEMSOFT for related services at then-current rates.

Priority 1 (Critical): Major outage where redundant/backup servers are unavailable, impacting all users and endpoints. Response Time: within 2 hours. If not resolved within 8 hours, INEMSOFT will allocate qualified personnel to work exclusively and continuously until resolved.

Priority 2 (High): Severe outage causing partial failure of a server or database, impacting a limited subset of users or devices. Response Time: within 4 hours. Resolution Time: within 16 hours.

Priority 3 (Normal): Minor issue affecting a local user, endpoint, or small group. Workaround or reboot may be available. Response Time: within 8 hours (or next business day). Resolution Time: within one business day.

9.7 Data Security and Privacy. INEMSOFT shall implement reasonable security measures to protect Customer data processed or stored by the Licensed Programs, including encryption, access controls, and regular backups. INEMSOFT complies with applicable data protection laws (including GDPR and CCPA where relevant). Customer is responsible for configuring security features and notifying INEMSOFT of any suspected data breaches. Upon termination, INEMSOFT will provide reasonable access for Customer to export its data.

10. GENERAL PROVISIONS

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

10.2 No Assignment. Customer may not assign this Agreement without the prior written consent of INEMSOFT. Any attempted assignment without such consent is void.

10.3 Notices. All notices shall be in writing and sent via U.S. Mail, postage prepaid, to the address of the other party as set forth in this Agreement or to such other address as a party may designate. Notices to INEMSOFT shall be addressed to:

INEMSOFT, Inc.
Attn: Allen Nemer, President
5850 Town and Country Blvd., Suite 401
Frisco, Texas 75034

10.4 Force Majeure. INEMSOFT shall not be liable for any failure or delay resulting from causes beyond its reasonable control, including fires, floods, pandemics, acts of God, governmental acts, hostilities, civil disturbances, terrorism, strikes, labor difficulties, machinery breakdowns, or transportation contingencies.

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10.5 Timely Claims. No action for breach of this Agreement or any claim arising out of or related to this Agreement may be brought by Customer more than one (1) year after Customer has notice that the cause of action has accrued.

10.6 Access by INEMSOFT. Customer agrees to provide INEMSOFT with full, free, and timely access to Customer's computer equipment and Licensed Programs at all reasonable times for the purpose of fulfilling its obligations hereunder.

10.7 Arbitration. All disputes arising out of or relating to this Agreement shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, held in Collin County, Texas. If the parties cannot agree on a single arbitrator, each shall select one arbitrator, and those two shall select a third. Limited discovery shall be permitted under the local rules of civil procedure. Any monetary award may be reduced to judgment in any court of competent jurisdiction. Nothing in this section prevents either party from seeking interim injunctive relief from a court to prevent serious and irreparable injury.

10.8 Attorney Fees. If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

10.9 Customer Acknowledgment. Customer acknowledges that, prior to accepting this Agreement, it has had an opportunity to evaluate the characteristics and capabilities of the Licensed Programs and is satisfied that they fulfill Customer's requirements. INEMSOFT makes no representations beyond those contained in this Agreement.

10.10 Export Regulations. The Licensed Programs may be subject to U.S. export control laws and regulations. Customer agrees to comply strictly with all such laws and acknowledges that it is Customer's responsibility to obtain any required licenses or approvals.

10.11 Revisions. INEMSOFT may revise this Agreement from time to time. By continuing to use the Licensed Programs after the start of a renewal term, Customer agrees to be bound by the then-current version of this Agreement.

10.12 Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party from and against any third-party claims arising from infringement of intellectual property rights, provided the indemnified party gives prompt written notice and reasonable cooperation. Indemnification obligations are limited to the amounts paid under this Agreement in the twelve (12) months preceding the claim.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth in the applicable Sales Order.

INEMSOFT, INC.
By: _____
Name: Allen Nemer
Title: President
Date: _____

CUSTOMER
By: _____
Name: _____
Title: _____
Date: _____

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