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Revision date: January 26, 2024

Software as a Service (SaaS) License Agreement

This Software as a Service (SaaS) License Agreement ("Agreement") is effective upon the date of your initial access to PIC's WooSOS™ application ("Effective Date") and constitutes an agreement between your organization ("Licensee") and PIC ("Licensor"). Collectively referred to as the "Parties."

1. License Grant:

Licensor grants Licensee a non-exclusive, non-transferable, revocable license to access and use the software-as-a-service ("SaaS") provided by Licensor during the Term (as defined in Section 2), subject to the terms and conditions of this Agreement.

2. Term:

The initial term of this Agreement shall be 30 days, commencing on the Effective Date. The Agreement will automatically renew for a subsequent term of equal duration unless terminated by Licensor or Licensee as outlined in Section 7.

3. Fees:

Licensee agrees to pay Licensor the agreed-upon fees in accordance with the following payment terms:

- a. Current license fees will be displayed on the WooSOS product page.
- b. Fees will be invoiced automatically in advance of the license period.
- c. Licensor will provide and maintain a valid credit or payment card to facilitate on-time payment.

4. Use Restrictions:

Licensee shall not (a) sublicense, resell, or distribute the SaaS to any third party; (b) modify, adapt, or create derivative works of the SaaS; (c) reverse engineer, decompile, or disassemble the SaaS; or (d) use the SaaS for any unlawful purpose or in violation of applicable laws.

5. Confidentiality:

Both Parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement.

6. Support and Maintenance:

Licensor will provide reasonable support and maintenance services for the SaaS by submitting an email to Request Support.

7. Termination:

Either Party may terminate this Agreement by providing written notice to the other party at least 30 days prior to the requested termination date. Such notice shall be provided by Licensor via email to Request Termination.

8. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. Miscellaneous:

- a. Entire Agreement: This Agreement constitutes the entire understanding between the Parties.
- b. Amendment: Any amendment to this Agreement must be in writing and acknowledged and accepted by both Parties.