

# YURBI

## SOFTWARE LICENSE AGREEMENT

Version 1.0  
5000fish, Inc.

---

This Yurbi Software License Agreement ("**Agreement**") is entered into as of the Effective Date set forth in Exhibit A between **5000fish, Inc.**, a Nevada corporation, with offices at 2201 Cooperative Way Drive, Suite 600, Herndon, VA 20171, United States ("**5000fish**"), and the Customer identified in Exhibit A ("**Customer**" or "**OEM**"). 5000fish and Customer are referred to collectively as the "**Parties**" and individually as a "**Party**."

By signing this Agreement, downloading a trial, installing the Software, or clicking "I Agree" during the installation process, Customer agrees to be bound by the terms of this Agreement. If Customer is accepting on behalf of a company or other legal entity, the person signing represents that they have authority to bind that entity. If Customer does not agree to these terms, Customer must not install or use the Software.

---

### 1. DEFINITIONS

The following capitalized terms have the meanings set forth below:

**1.1 Activation Code.** means the unique alphanumeric code provided by 5000fish to Customer upon purchase, used to activate and configure the licensed features of the Software on a specific deployment.

**1.2 Activation Date.** means the date on which Customer activates the Software on a production deployment using a valid License Code following purchase.

**1.3 Additional Deployment License.** means a license authorizing Customer to operate one additional distinct production server instance of the Software beyond the primary production deployment included with the base license. Each physically or logically separate production server instance — including without limitation instances deployed for load balancing, regional serving, horizontal or vertical scaling, and on-premises customer-site installations — requires one Additional Deployment License. Individual nodes within a single load-balanced cluster serving one logical production environment each require one Additional Deployment License. The total number of deployments authorized is as specified in Exhibit A.

**1.4 App.** means a logical configuration within the Software that connects to a single Licensed Database and exposes reporting access through one or more of the following: (a) a semantic layer comprising one or more database views or tables with their relationships and business-friendly field mappings; (b) direct SQL queries against the Licensed Database; or (c) stored procedures registered against the Licensed Database. A single Licensed Database may have multiple Apps configured against it, each representing a distinct access configuration. Access to each App is licensed and allocated separately as set forth in Section 4. The Software also includes System-Provided Apps as defined in Section 1.21.

**1.5 Concurrent User License.** means a license type that creates a shared pool of a specified number of simultaneous active sessions. Any number of users may be created in the Software. When a user logs in, that session occupies one seat from the pool. If all seats in the pool are occupied, additional login attempts are denied until a seat is released. A logged-in user occupying a concurrent seat may access any App available to that user without consuming additional seats. Across multiple deployments, the total number of simultaneously active concurrent sessions across all deployments combined may not exceed the licensed pool size.

**1.6 Customer Data.** means all data, reports, report definitions, dashboards, configurations, database credentials, and related materials that Customer or its users create, upload, or process within the Software. Customer Data resides entirely on Customer's infrastructure and is not transmitted to 5000fish, except for anonymous license synchronization telemetry as described in Section 8.

**1.7 Customer Equipment.** means the servers, systems, devices, and other hardware owned, operated, or controlled by Customer on which the Software is installed and operated.

**1.8 Development/Test Environment.** means one non-production installation of the Software provided at no additional cost with each license purchase, configured with the same license count as the production installation, for use solely in development, testing, staging, and quality assurance activities. The Development/Test Environment must not be used for any production purpose or accessed by production users.

**1.9 Documentation.** means the technical and user documentation for the Software made available by 5000fish in electronic form, including installation guides, user manuals, API references, and release notes, as updated from time to time.

**1.10 End User.** means a person or entity that accesses Customer's Value-Added Solution under an End User License Agreement, solely for that person's or entity's own internal business purposes, without any right to sublicense, resell, or redistribute the Value-Added Solution or the Software. For the avoidance of doubt, End User includes a customer that accesses the Value-Added Solution hosted by OEM or a third-party service provider acting solely on that customer's behalf for that customer's internal business purposes.

**1.11 End User License Agreement.** means a binding written or click-through agreement between OEM (or its affiliate) and each End User governing the End User's access to and use of the Value-Added Solution. Each End User License Agreement must protect 5000fish's intellectual property rights to a degree no less protective than this Agreement.

**1.12 Fee Schedule.** means 5000fish's then-current schedule of license fees, support fees, and related charges, published at [yurbi.com](http://yurbi.com) or made available upon request.

**1.13 License Code.** means the time-limited code issued by 5000fish that activates the Software and governs its licensed features, user counts, deployment authorizations, and expiration date. The Software operates based on the active License Code regardless of network connectivity.

status. License Codes are issued with an expiration date that extends not less than fifteen (15) days beyond the Term end date.

**1.14 Licensed Database.** means the single primary database of Customer's software product or application that is registered for use with the Software under this Agreement and identified in Exhibit A. The scope of the license is limited to the Licensed Database. Access to additional databases requires written agreement and applicable additional fees as set forth in Section 4.5.

**1.15 Named User License.** means a license type that authorizes one identified individual to access one designated App. A Named User License is allocated to one App at a time. If the same individual requires access to more than one App, each App connection requires a separate Named User License, subject to the multi-App adjustment process in Section 4.1. Named User Licenses may be reassigned to a different individual when the originally assigned individual permanently ceases use of the Software. Across multiple deployments, the total number of Named User Licenses allocated across all deployments combined may not exceed the total licensed count.

**1.16 Order Document.** means the order form, purchase order, or similar document executed by the Parties that identifies the specific license types, quantities, Licensed Database, Value-Added Solution, fees, and term applicable to a purchase, including Exhibit A to this Agreement.

**1.17 Public View Report License.** means a license that authorizes unauthenticated access to a specified number of published reports or dashboards without a login requirement. The number of Public View Report Licenses is as specified in Exhibit A.

**1.18 Redistributables.** means those runtime libraries and files of the Software expressly designated by 5000fish as redistributable components, intended for distribution as part of the Value-Added Solution.

**1.19 Reseller.** means a third party authorized by OEM to distribute the Value-Added Solution under a written agreement that protects 5000fish's intellectual property rights to a degree no less protective than this Agreement.

**1.20 Software.** means the Yurbi business intelligence and embedded analytics platform in object code form, including all components, bundled libraries, documentation, and installer files provided by 5000fish, and all updates, upgrades, and new releases provided under an active subscription.

**1.21 System-Provided Apps.** means certain built-in Apps included with the Software at no additional license fee, including the Advanced Reports App (for stored procedure and virtual app-based reports), the Direct SQL App (for direct SQL query-based reports), and the Audit App (for reporting on audit data collected within the Software). Access to System-Provided Apps is subject to the same user license requirements as customer-configured Apps.

**1.22 Term.** means the Initial Term specified in Exhibit A, together with any Renewal Terms, during which this Agreement and the licenses granted hereunder remain in effect.

**1.23 Unlimited User License.** means a license type that grants an unlimited number of Named Users the right to access the licensed App(s) on the licensed deployments. An Unlimited User License grants access rights only and does not constitute any warranty, guarantee, or commitment by 5000fish regarding the performance, throughput, capacity, or scalability of the Software under any particular user load or hardware configuration. Customer is solely responsible for ensuring its infrastructure is adequate to support its intended usage.

**1.24 Value-Added Solution.** means any software product developed, marketed, and distributed by OEM into which the Software is embedded, integrated, or bundled as a reporting or analytics component, as identified in Exhibit A.

## 2. LICENSE GRANT

This Agreement covers two use cases as indicated in Exhibit A: (a) OEM/ISV Use, where Customer embeds the Software in a Value-Added Solution for distribution to End Users; and (b) Internal Use Only, where Customer deploys the Software solely for its own internal reporting and analytics purposes. Sections 2.2, 2.3, 4.1 through 4.6, and the reseller and distribution provisions throughout this Agreement apply only to OEM/ISV customers. Internal Use customers are subject to Sections 2.1 and 2.4 only and do not receive distribution rights.

**2.1 Development License.** Subject to Customer's continuous compliance with this Agreement and timely payment of all applicable fees, 5000fish grants Customer a non-exclusive, non-transferable, non-sublicensable license to install and use the Software for internal development, testing, and support of the Value-Added Solution (OEM) or for Customer's own internal business purposes (Internal Use). Authorized users include Customer's employees, affiliates, and contractors bound by confidentiality obligations at least as protective as this Agreement.

**2.2 Distribution License (OEM Only).** Subject to Customer's continuous compliance with this Agreement and timely payment of all applicable fees, 5000fish grants Customer a royalty-free, non-exclusive, non-transferable right to: (a) integrate the Software into the Value-Added Solution; (b) reproduce the Software as integrated into the Value-Added Solution; (c) sublicense reproduction rights to Resellers solely to perform distribution as permitted hereunder; and (d) distribute the Software as integrated into the OEM-branded Value-Added Solution, either directly or through Resellers, solely to End Users subject to an End User License Agreement. For the avoidance of doubt, the Distribution License includes the right for OEM to embed the Software, activate use via OEM license keys, and host, deploy, and make the Software available as part of OEM on-premises, hosted, and cloud-based offerings to End Users worldwide.

**2.3 Documentation License (OEM Only).** Subject to Customer's continuous compliance with this Agreement, 5000fish grants Customer a royalty-free, non-exclusive, non-transferable license to translate, modify, reproduce, and distribute the Documentation as part of or alongside OEM's documentation for the Value-Added Solution, with appropriate 5000fish copyright notices included.

**2.4 Internal Use.** Where Customer licenses the Software for Internal Use Only as indicated in Exhibit A, the Distribution License in Section 2.2 and Documentation License in Section 2.3 do not apply. The license is limited to installation and use on Customer's own infrastructure for Customer's own internal reporting and analytics purposes. Customer may not distribute, sublicense, or make the Software available to any third party.

## 3. LICENSE TYPES AND ALLOCATION

The specific license types and quantities applicable to Customer's purchase are set forth in Exhibit A. Unless otherwise specified in Exhibit A, Customer is not granted all license types — only those expressly identified in Exhibit A apply. Named and Concurrent User Licenses are generally not combined within a single deployment; exceptions require written agreement.

**3.1 Named User License.** One Named User License authorizes one identified individual to access one designated App. If the same individual requires access to more than one App — including where multiple Apps are configured against the same Licensed Database for the purpose of segmenting field access by user type or customer category — each App connection requires a separate Named User License. In the absence of a written adjustment agreement, one Named User License is required per user per App. Where Customer's deployment requires a user to access multiple Apps on the same Licensed Database, the Parties may mutually agree in writing on an adjusted license allocation via an amended Exhibit A or written addendum; in the absence of such written agreement, the default of one license per user per App applies. Named User Licenses may be reassigned when the originally designated user permanently ceases use of the Software.

**3.2 Concurrent User License.** One Concurrent User License contributes one seat to a shared session pool. Any created user in the system may log in and consume one seat from the pool. A logged-in user may access any App available to them without consuming additional seats. When the pool is fully occupied, login is denied until a seat is released.

**3.3 Unlimited User License.** An Unlimited User License grants unrestricted named user access rights to the licensed App(s) on the licensed deployments. 5000fish makes no representation, warranty, or guarantee regarding Software performance, throughput, capacity, or scalability under any particular user load or hardware configuration. Customer is solely responsible for sizing and maintaining infrastructure adequate for its intended usage.

**3.4 Multi-Deployment Allocation.** Where Customer operates multiple deployments, the total user count allocated across all deployments combined may not exceed the licensed count. For example, 75 Named User Licenses may be distributed across multiple deployments in any combination, provided the sum of allocated users across all deployments does not exceed 75. Unlimited User Licenses grant unlimited access on each licensed deployment. The License Code issued by 5000fish enforces the licensed allocation ceiling; Customer may not configure deployments in excess of the counts encoded in the applicable License Code.

**3.5 Public View Report License.** A Public View Report License authorizes unauthenticated access to the specified number of reports or dashboards published for public viewing. Public View Report Licenses are not included in standard OEM licenses unless expressly specified in Exhibit A.

**3.6 Development/Test Environment.** One Development/Test Environment is included with each license purchase at no additional cost. The Development/Test Environment mirrors the licensed user count of the production installation and must not be used for any production purpose.

## 4. LICENSE SCOPE (OEM/ISV)

Sections 4.1 through 4.6 apply to OEM/ISV customers only. Internal Use customers are not subject to these provisions.

**4.1 One Brand, One Database.** The OEM license granted under this Agreement is scoped to one software product or brand and one Licensed Database, as identified in Exhibit A. The Software may not be used in connection with any other product, brand, or database of Customer without a separate written agreement and applicable fees.

**4.2 Multiple Databases.** Where Customer's single software product accesses more than one database and Customer requires the Software to connect to more than one database, the

Parties will document the applicable database scope in Exhibit A or a written addendum. Expanded database access requires 5000fish's prior written agreement and may be subject to additional fees.

**4.3 Multiple Products or Brands.** If Customer has more than one software product, division, or brand that requires embedded analytics, each requires a separate license agreement. Common ownership or corporate affiliation does not entitle multiple products to operate under a single license.

**4.4 End User License Requirement.** OEM must execute a binding End User License Agreement with each End User prior to granting access to the Value-Added Solution. OEM is responsible for ensuring its End Users comply with terms no less protective of 5000fish's intellectual property than those in this Agreement. End Users may not access the Software or its APIs directly or as standalone software.

**4.5 No Standalone Access.** OEM may not grant End Users the ability to access the Software or its APIs as standalone products. License fees for the Software may not be itemized separately from OEM's fees for the Value-Added Solution on End User invoices, unless required by applicable law or regulation.

**4.6 Reseller Obligations.** OEM is responsible for ensuring that each Reseller is bound by a written agreement protecting 5000fish's intellectual property to a degree no less protective than this Agreement. Violations by Resellers or End Users are treated as violations by OEM.

## 5. PERMITTED DEPLOYMENTS

The Software may be installed on physical servers, virtual machines, Docker containers, container orchestration environments, and private cloud or hosted infrastructure operated by or on behalf of Customer. Each distinct production server instance requires one Additional Deployment License as defined in Section 1.3 and as specified in Exhibit A. The Software may not be deployed on shared public cloud infrastructure as a hosted service to third parties except as permitted under the Distribution License in Section 2.2.

Architecture: The Software requires x86/amd64 architecture. ARM-based servers and devices are not supported. Customer is responsible for ensuring its infrastructure meets the minimum system requirements published at [support.yurbi.com](http://support.yurbi.com).

Air-Gap Deployments: The Software may be configured to operate without outbound internet connectivity. See Section 8 for license management in air-gap environments.

## 6. TRIAL LICENSE

**6.1 Trial Period.** One installation of the Software may be used free of charge for an evaluation period of fourteen (14) days from the Activation Date (the "Trial Period"). The default trial configuration includes five (5) Named User Licenses. 5000fish may, at its sole discretion, extend the Trial Period or increase the trial license allocation upon request.

**6.2 Trial License Terms.** The Trial License is granted on a non-exclusive, non-transferable basis for Customer's own internal evaluation purposes only. The Trial License does not include: (a) any right to a free upgrade or continued use after expiration; (b) any service level

commitment; (c) 5000fish support obligations; or (d) the right to use the Software for any production or commercial purpose. The Software is provided during the Trial Period "as is" without warranty of any kind.

**6.3 Trial Expiration.** Customer agrees not to circumvent or disable the functionality that causes the Software to expire at the end of the Trial Period.

## 7. PURCHASE AND ACTIVATION

**7.1 Purchase.** Licenses are obtained by executing an Order Document. A temporary Activation Code may be issued upon receipt of a signed Order Document. A permanent License Code is issued upon receipt of full payment. Customer must activate the Software by entering the License Code during or after installation.

**7.2 License Code and Hardware Binding.** License Codes are linked to the specific server instance on which the Software is installed. License transfers to different hardware require prior written authorization from 5000fish at support@yurbi.com. 5000fish will not unreasonably withhold or delay authorization for transfers required for cloud migrations, disaster recovery testing, or infrastructure scaling. The previous installation will be deactivated before a transfer is authorized.

**7.3 Adding Licenses.** Customer may add licenses or Additional Deployment Licenses at any time during the Term by executing an amended Order Document and paying applicable fees prorated for the remainder of the current Term. Adding licenses does not reset or extend the existing Term end date.

**7.4 Copies.** Customer may make a reasonable number of binary copies of the Software for backup, archival, and business continuity purposes. Such copies must not be used to operate additional production instances beyond the licensed deployment count and remain subject to this Agreement. All proprietary markings must be preserved on all copies.

## 8. LICENSE MANAGEMENT

**8.1 License Code Governs Operation.** The Software operates based on the active License Code installed on each deployment. The License Code encodes the licensed user count, deployment authorizations, enabled features, and expiration date. Network connectivity status does not affect Software operation — loss of internet connectivity does not interrupt or suspend the Software. 5000fish does not employ a remote kill switch or remote suspension mechanism.

**8.2 License Codes Include Grace Period.** License Codes are issued with an expiration date that extends not less than fifteen (15) days beyond the nominal Term end date, to provide a reasonable administrative grace period. The grace period is a courtesy, does not extend the contractual Term or payment obligations, and does not authorize continued production use of the Software after the Term end date. Customer must not rely on the grace period as a substitute for timely renewal.

**8.3 Online Synchronization.** In the default online configuration, the Software periodically connects to 5000fish's license management service to synchronize license parameters and transmit anonymous aggregate usage statistics. No Customer Data is transmitted. Synchronization is used for license administration only and does not affect Software

availability. Customer may not circumvent or disable 5000fish's license management capabilities.

**8.4 Offline / Air-Gap Mode.** The Software may be configured for fully offline operation in environments that prohibit outbound internet connectivity. In offline mode, Customer must periodically obtain an updated license file from 5000fish support and manually apply it to the Software. 5000fish will not issue a renewed license file for accounts with outstanding payment obligations.

**8.5 Non-Payment.** Upon non-renewal or non-payment, 5000fish will not issue a new or renewed License Code. The Software will cease to function when the existing License Code expires, including its built-in grace period. 5000fish will provide written notice of non-renewal or outstanding payment at least thirty (30) days prior to License Code expiration.

## 9. TERM, RENEWAL, AND REINSTATEMENT

**9.1 Initial Term.** The Initial Term begins on the Effective Date and continues for the period specified in Exhibit A, which shall be a minimum of twelve (12) months unless otherwise agreed in writing.

**9.2 Auto-Renewal.** Upon expiration of the Initial Term, this Agreement automatically renews for successive one-year Renewal Terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Term. Renewal fees are payable in advance of each Renewal Term at the then-current Fee Schedule rates. If 5000fish intends to increase fees for an upcoming Renewal Term, 5000fish will provide Customer with at least sixty (60) days' written notice before the renewal date. If no notice of fee change is provided, the renewal fee will be the same as the prior Term.

**9.3 No Cancellation During Term.** Once purchased, a license may not be cancelled prior to the end of the then-current Term. All fees paid are non-refundable except as expressly provided in Section 16.1.

**9.4 Reinstatement.** If a Term expires and is not renewed within thirty (30) days of the expiration date, Customer may reinstate the license by paying a reinstatement fee equal to one hundred fifty percent (150%) of the applicable renewal fee, calculated from the original expiration date. Alternatively, Customer may purchase a new license at the then-current Fee Schedule rates.

## 10. PAYMENT

**10.1 Fees.** All fees are stated in US Dollars and are payable within Net 30 days of invoice unless otherwise specified in Exhibit A. Fees are non-refundable except as expressly stated in this Agreement.

**10.2 Late Payment.** Any undisputed amounts not paid within forty-five (45) days of the invoice date will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. 5000fish may suspend support services until outstanding balances are resolved.

**10.3 Taxes.** All fees are exclusive of applicable taxes. Customer is responsible for all taxes, duties, and levies arising from the license, excluding taxes based on 5000fish's net income. Customer must pay the full license fee regardless of any bank charges or withholding taxes.

**10.4 Overage.** If Customer's use of the Software materially exceeds the license quantities specified in Exhibit A, Customer shall pay applicable fees for the excess usage for the period of overage. Customer may request a written record of license compliance certification upon reasonable notice.

## 11. RESTRICTIONS ON USE

Customer must not, and must not permit any third party to:

- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or architecture of the Software;
- Modify, adapt, translate, or create derivative works based on the Software;
- Rent, lease, lend, or offer the Software as a service bureau or standalone SaaS product to third parties;
- Use the Software to build a product that competes with the Software or that exposes the Software's APIs to end users as standalone functionality;
- Remove, alter, or obscure any proprietary notices, trademarks, or copyright markings in or on the Software or Documentation;
- Use the Software in connection with any fraudulent, unlawful, or harmful activity;
- Use the Software in hazardous environments requiring fail-safe performance, including nuclear facilities, aircraft navigation, air traffic control, direct life support systems, or weapons systems;
- Export the Software in violation of applicable US export control laws and regulations.

Nothing in this Agreement restricts Customer from developing or distributing products independently developed without use of 5000fish Confidential Information, even if such products include reporting or analytics features.

## 12. CUSTOMER OBLIGATIONS

**12.1 Equipment.** Customer is responsible for ensuring that all Customer Equipment meets 5000fish's minimum system requirements as published at support.yurbi.com, and for maintaining infrastructure adequate to support Customer's intended usage and user load.

**12.2 Security.** Customer is responsible for all activity under Customer's accounts. Customer must maintain the confidentiality of all License Codes, Activation Codes, usernames, and passwords, and must promptly notify 5000fish at support@yurbi.com of any known or suspected unauthorized access or security breach.

**12.3 Customer Reference.** Customer agrees that 5000fish may identify Customer as a licensee of the Software on 5000fish's website and in marketing materials, unless Customer opts out in writing at the time of purchase.

**12.4 Updates.** Customer is responsible for monitoring 5000fish's notification service for Software updates and for downloading and applying updates, patches, and new releases. Customers in offline mode must obtain updates from support@yurbi.com.

## 13. INTELLECTUAL PROPERTY AND OWNERSHIP

**13.1 5000fish Property.** The Software, including its source code, object code, design, architecture, algorithms, user interface, APIs, trademarks, and all Documentation, is the exclusive proprietary and trade secret property of 5000fish, Inc. and its licensors, protected by copyright, trade secret, and other applicable laws. This Agreement grants Customer a limited license to use the Software as expressly provided herein. No ownership rights are transferred. All rights not expressly granted are reserved by 5000fish.

**13.2 Customer Data.** Customer retains full ownership of all Customer Data, report definitions, configurations, and work product created using the Software. Nothing in this Agreement transfers ownership of Customer Data to 5000fish.

**13.3 Feedback.** If Customer provides feedback, suggestions, or ideas regarding the Software, Customer grants 5000fish a perpetual, irrevocable, royalty-free license to use such feedback internally to improve its products and services. For clarity, this feedback license does not extend to Customer's Confidential Information or proprietary business methods. 5000fish may not publicly attribute feedback to Customer without Customer's prior written consent.

**13.4 Third-Party Components.** The Software incorporates third-party software components, including commercially licensed and open-source components. A complete list is provided in the THIRD\_PARTY\_NOTICES.txt file included in the installation directory. Commercial components are licensed for use within Yurbi only and may not be extracted or used independently.

**13.5 IP Warranty and Indemnification.** 5000fish warrants that it has sufficient rights in the Software to grant the licenses in this Agreement. 5000fish will defend, indemnify, and hold harmless Customer and its affiliates from any third-party claim alleging that the Software, as provided by 5000fish and used by Customer in accordance with this Agreement, infringes a US patent, copyright, trademark, or trade secret. 5000fish may, at its option, procure the right for Customer to continue use, modify the Software to be non-infringing, or terminate this Agreement and refund prepaid unused fees. 5000fish has no indemnification obligation for claims arising from: (a) Customer's modification of the Software; (b) combination of the Software with third-party software or data where infringement would not have occurred without such combination; (c) use other than in accordance with this Agreement or Documentation; or (d) Customer's continued use after 5000fish provides a non-infringing replacement. Customer must promptly notify 5000fish of any claim and reasonably cooperate in the defense.

## 14. SUPPORT AND MAINTENANCE

**14.1 Support Services.** During each active Term, 5000fish will provide support services as described in Exhibit B (Support Terms), which is incorporated into this Agreement by reference. 5000fish may update its general support policies from time to time with reasonable written notice; no update will materially reduce the support level during a then-current Term without Customer's written consent.

**14.2 OEM First-Line Support.** OEM is responsible for providing first-line support to End Users and Resellers. 5000fish provides support directly to OEM only, not directly to End Users. OEM must not route End User support requests directly to 5000fish without prior OEM triage and engagement.

**14.3 No Support During Trial.** 5000fish has no support obligations during the Trial Period.

## 15. AUDIT

**15.1 Audit Rights.** 5000fish may audit Customer's use of the Software for compliance with this Agreement no more than once per twelve (12) months upon reasonable written notice, conducted during normal business hours in a manner that does not unreasonably interfere with Customer's operations. Customer will cooperate reasonably with any audit.

**15.2 Audit Costs and Remediation.** Audits are conducted at 5000fish's expense. For purposes of this Section, "material non-compliance" means a license variance exceeding five percent (5%) of the licensed quantities specified in Exhibit A. If an audit reveals material non-compliance, Customer shall have thirty (30) days to cure the non-compliance and pay applicable fees for the period of overage before 5000fish may invoice audit costs. 5000fish may recover reasonable audit costs only where material non-compliance is confirmed and not cured within the cure period.

**15.3 Telemetry.** 5000fish may collect and use anonymous technical and usage information from the Software solely to improve products and services. Such information is not personally identifiable and will not be disclosed in a form that identifies Customer.

## 16. WARRANTIES AND DISCLAIMERS

**16.1 Limited Warranty.** For thirty (30) days from the Activation Date (the "Warranty Period"), 5000fish warrants that the Software will perform in material conformance with its published Documentation under normal use on supported hardware and operating systems. If the Software does not perform as warranted during the Warranty Period and Customer provides written notice to 5000fish, 5000fish will use reasonable efforts to correct the non-conformity. If correction is not commercially practicable within a reasonable time, 5000fish may replace the Software or, as Customer's sole remedy, terminate this Agreement and refund fees paid for the non-conforming Software. This warranty applies only if the Software has been properly installed and used in accordance with this Agreement and Documentation, and has not been modified by anyone other than 5000fish.

**16.2 Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 16.1, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 5000FISH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. 5000FISH DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. 5000FISH MAKES NO WARRANTY REGARDING THE PERFORMANCE, THROUGHPUT, CAPACITY, OR SCALABILITY OF THE SOFTWARE ON ANY PARTICULAR HARDWARE OR INFRASTRUCTURE CONFIGURATION. CUSTOMER IS SOLELY RESPONSIBLE FOR SIZING AND MAINTAINING INFRASTRUCTURE ADEQUATE FOR ITS INTENDED USAGE.

## 17. INDEMNIFICATION

**17.1 5000fish Indemnification.** 5000fish will defend, indemnify, and hold harmless Customer and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) 5000fish's material breach of this Agreement; (b) 5000fish's gross negligence or willful misconduct; or (c) infringement claims covered under Section 13.5, subject to the limitations and exclusions stated therein.

**17.2 Customer Indemnification.** Customer will defend, indemnify, and hold harmless 5000fish and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's material breach of this Agreement; (b) Customer's gross negligence or willful misconduct; (c) any claim that the Value-Added Solution (excluding the unmodified Software as provided by 5000fish) infringes any third party's intellectual property rights; (d) OEM's distribution of the Value-Added Solution; (e) any dispute between OEM and its End Users or Resellers; or (f) Customer's violation of any applicable law.

**17.3 Indemnification Procedure.** The indemnified party must: (a) promptly notify the indemnifying party in writing of any claim; (b) grant the indemnifying party sole control of the defense and settlement; and (c) provide reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle any claim in a manner that imposes obligations on the indemnified party without prior written consent.

## 18. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT — WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE — SHALL NOT EXCEED THE TOTAL LICENSE FEES PAID OR PAYABLE BY CUSTOMER TO 5000FISH UNDER THE CURRENT INITIAL OR RENEWAL TERM IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The general liability cap in this Section does not apply to: (a) either party's liability for fraud or willful misconduct; or (b) Customer's payment obligations under Section 10. Notwithstanding the foregoing, each party's total aggregate liability for indemnification obligations under Section 17 shall not exceed two times (2x) the total license fees paid or payable by Customer to 5000fish under the current Initial or Renewal Term in which the claim arose.

No action arising from or related to this Agreement may be brought more than one (1) year after the cause of action accrued, except for claims related to non-payment, which may be brought within the applicable statutory limitations period.

The limitation of liability in this Section applies to the fullest extent permitted by applicable law. Each exclusion and limitation is intended to be a separate and severable limitation.

## 19. TERM AND TERMINATION

**19.1 Termination for Cause.** 5000fish may terminate this Agreement upon thirty (30) days' written notice if Customer materially breaches this Agreement and fails to cure the breach within the thirty-day notice period. Cause for immediate termination without a cure period includes: attempted circumvention of license enforcement mechanisms; use of the Software in a manner that poses immediate legal or security risk to 5000fish or third parties; or insolvency, bankruptcy, or cessation of business. Customer may terminate this Agreement upon thirty (30) days' written notice if 5000fish materially breaches this Agreement and fails to cure within that period.

**19.2 Termination by Non-Renewal.** Either Party may terminate this Agreement by providing written notice of non-renewal at least thirty (30) days prior to the end of the then-current Term in accordance with Section 9.2.

**19.3 Effect of Termination or Expiration.** Upon termination or expiration of this Agreement for any reason, all licenses granted hereunder terminate and Customer must promptly uninstall the Software and cease all use. Existing End User licenses properly granted prior to termination survive solely for End Users' continued use of the Value-Added Solution under their respective End User License Agreements; OEM may not deploy the Value-Added Solution to new End Users after termination.

**19.4 Survival.** Sections 1, 11, 13, 15, 16.2, 17, 18, 19, 20, 21, 22, and 23 survive termination or expiration of this Agreement.

## 20. EXPORT CONTROLS

The Software is subject to US export control laws and regulations. Customer agrees to comply with all applicable domestic and international export and import laws and regulations, and represents that neither Customer nor any of its end users is subject to US export restrictions or on any US government restricted-party list. Customer may not export, re-export, or transfer the Software to any country, person, or entity prohibited by applicable law without prior governmental authorization.

## 21. CONFIDENTIALITY

**21.1 Confidential Information.** Each Party may disclose non-public confidential or proprietary information to the other Party in connection with this Agreement ("Confidential Information"). 5000fish's Confidential Information includes the Software (in all forms), Documentation, pricing, technical specifications, and this Agreement and its terms. Customer's Confidential Information includes Customer Data and business information disclosed to 5000fish in connection with support or professional services engagements.

**21.2 Obligations.** Each Party agrees to: (a) hold the other's Confidential Information in confidence using at least the same degree of care used for its own confidential information, but no less than reasonable care; (b) use Confidential Information solely for the purpose of

performing obligations or exercising rights under this Agreement; and (c) limit disclosure to employees, contractors, and agents who have a need to know and are bound by confidentiality obligations at least as protective as this Agreement.

**21.3 Exclusions.** Confidentiality obligations do not apply to information that: (a) is or becomes publicly known through no fault of the receiving Party; (b) was rightfully known by the receiving Party before disclosure without restriction; (c) is independently developed by the receiving Party without use of Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided the receiving Party gives prompt written notice to enable the disclosing Party to seek a protective order where legally permissible.

**21.4 Duration.** Confidentiality obligations survive termination or expiration of this Agreement for a period of five (5) years.

**21.5 Injunctive Relief.** Each Party acknowledges that breach of confidentiality obligations may cause irreparable harm for which monetary damages would be inadequate, and agrees that the non-breaching Party may seek injunctive or other equitable relief without bond and without the necessity of proving actual damages.

## 22. PRIVACY AND DATA PROTECTION

5000fish's collection and use of personal data in connection with this Agreement is governed by the Yurbi Privacy Policy available at [yurbi.com/privacy-policy/](https://yurbi.com/privacy-policy/). Because the Software is self-hosted on Customer's infrastructure, 5000fish does not have access to Customer Data or the personal data of Customer's end users.

Customer is solely responsible for compliance with all applicable data protection and privacy laws — including the EU General Data Protection Regulation (GDPR), UK GDPR, California Consumer Privacy Act (CCPA/CPRA), and any other applicable domestic or international regulation — with respect to personal data processed within Customer's deployment of the Software. 5000fish is not a data processor for personal data contained in Customer Data. Customer should ensure its End User License Agreement and applicable privacy disclosures address the use of the Software appropriately for its jurisdiction and customer base.

## 23. MISCELLANEOUS

**23.1 Governing Law.** This Agreement is governed by the laws of the State of Nevada, United States, excluding: (a) its conflict of law principles; (b) the United Nations Convention on Contracts for the International Sale of Goods; and (c) the Uniform Computer Information Transactions Act.

**23.2 Dispute Resolution.** Before initiating any formal dispute process, the Parties agree to escalate the dispute to senior management of each Party and allow thirty (30) days for good-faith informal resolution. If informal resolution fails, any dispute, claim, or controversy arising out of or relating to this Agreement will be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, conducted in English in Clark County, Nevada. The arbitrator's decision is final and binding and may be entered as a judgment in any court of competent jurisdiction. Either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect intellectual property rights or prevent irreparable harm pending arbitration.

**23.3 Assignment.** Customer may not assign or transfer this Agreement or any rights under it without 5000fish's prior written consent, not to be unreasonably withheld. 5000fish may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets without Customer's consent, provided Customer is notified. Any attempted assignment in violation of this Section is void.

**23.4 Amendment and Waiver.** Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties. No waiver of any right under this Agreement is effective unless in writing. Failure to enforce any provision does not constitute a waiver of that provision or any future breach.

**23.5 Force Majeure.** Neither Party is liable for failure or delay in performance due to causes beyond its reasonable control, including natural disasters, acts of government, internet or infrastructure failures, or other force majeure events. This exception does not apply to payment obligations.

**23.6 Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties.

**23.7 US Government Use.** If the Software is licensed on behalf of a US government agency, the Software is "commercial computer software" as defined in FAR 52.227-19 and DFARS 227.7202. Use, duplication, and disclosure are subject to the restrictions set forth in this Agreement. Manufacturer: 5000fish, Inc., 2201 Cooperative Way Drive, Suite 600, Herndon, VA 20171.

**23.8 Severability.** If any provision of this Agreement is found invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force.

**23.9 Press Releases and Publicity.** 5000fish may identify Customer as a licensee on its website and in marketing materials, unless Customer opts out in writing at the time of purchase. Neither Party may issue press releases referencing the other Party by name without prior written consent, except as required by law.

**23.10 Entire Agreement.** This Agreement, together with all exhibits and Order Documents executed by the Parties, constitutes the entire agreement between the Parties with respect to the Software and supersedes all prior agreements, discussions, and understandings, whether written or oral, including without limitation any prior Master Services Agreement or OEM Software License Agreement between the Parties. In the event of a conflict between this Agreement and an Order Document regarding license quantities or entitlements, the Order Document governs.

**23.11 Legal Review.** Both Parties have had an opportunity to review this Agreement with legal counsel of their choosing. This Agreement will not be construed against either Party by reason of authorship. Headings are for convenience only.

**23.12 Notices.** Notices required under this Agreement must be in writing and are effective when delivered by: (a) nationally recognized overnight courier; (b) certified or registered mail, postage prepaid; or (c) email with confirmed acknowledgment of receipt. Notices to 5000fish: 5000fish, Inc., 2201 Cooperative Way Drive, Suite 600, Herndon, VA 20171, Attn: Contracts — [contracts@5000fish.com](mailto:contracts@5000fish.com). Notices to Customer will be sent to the address and contact on file in Exhibit A.

**23.13 Language.** This Agreement is written in English. In the event of any conflict between an English version and any translation, the English version governs.

**23.14 Counterparts.** This Agreement may be executed in counterparts, including by electronic signature, each of which will be deemed an original and all of which together will constitute one and the same instrument.

---

## **SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth in Exhibit A. Each signatory certifies that they have authority to bind the Party on whose behalf they sign.

<b>5000fish, Inc.</b>	<b>Customer / OEM</b>
<b>Signature</b>	<b>Signature</b>
_____ Signature	_____ Signature
<b>Name</b>	<b>Name</b>
_____ Name	_____ Name
<b>Title</b>	<b>Title</b>
_____ Title	_____ Title
<b>Date</b>	<b>Date</b>
_____ Date	_____ Date

## EXHIBIT A ORDER DETAILS

This Exhibit A is incorporated into and forms part of the Yurbi Software License Agreement between 5000fish, Inc. and Customer. The terms of the Agreement govern this Exhibit A. In the event of a conflict between this Exhibit A and the Agreement regarding license quantities or entitlements, this Exhibit A governs.

<b>Customer Legal Name</b>	
<b>Customer Address</b>	
<b>Primary Contact / Email</b>	
<b>Billing Contact / Email</b>	
<b>Support Contact 1 / Email / Phone</b>	
<b>Support Contact 2 / Email / Phone</b>	
<b>Effective Date</b>	
<b>Licensed Software</b>	Yurbi
<b>Use Type</b>	OEM / ISV <input type="checkbox"/> Internal Use Only <input type="checkbox"/>
<b>Value-Added Solution / Product (OEM only)</b>	
<b>Licensed Database / Application Scope</b>	
<b>License Type</b>	Named User <input type="checkbox"/> Concurrent <input type="checkbox"/> Unlimited <input type="checkbox"/>
<b>License Count</b>	
<b>Additional Deployment Licenses</b>	
<b>Public View Report Licenses</b>	
<b>Dev/Test Environment</b>	Included (1, mirrors production license count)
<b>Annual License Fee (USD)</b>	
<b>Payment Terms</b>	Net 30 from date of invoice
<b>Initial Term Start Date</b>	
<b>Initial Term End Date</b>	
<b>Auto-Renewal</b>	Yes — renews annually unless cancelled per Section 9.2
<b>Governing Agreement</b>	Yurbi Software License Agreement v1.4 — <a href="http://yurbi.com/legal/">yurbi.com/legal/</a>

Additional Notes / Special Terms:

---

## **EXHIBIT B**

### **SUPPORT TERMS**

This Exhibit B is incorporated into and forms part of the Yurbi Software License Agreement. 5000fish may update these Support Terms with reasonable written notice; no update will materially reduce the support level during a then-current Term without Customer's written consent. The current version of these Support Terms is also published at [yurbi.com/legal/support-terms/](http://yurbi.com/legal/support-terms/).

#### **Support Commitment**

We are committed to helping you get the most out of Yurbi. When you contact us, you hear back from the engineers who built the software — not an outsourced support queue. Our goal is to resolve every issue as quickly as possible and keep you informed throughout.

#### **What Support Covers**

Active subscribers receive the following support services:

- Troubleshooting unexpected behavior or software defects
- Guidance on installation, configuration, upgrades, and product features
- Assistance reproducing reported issues and providing workarounds where available
- Notification of known issues and scheduled releases that address reported defects
- Access to all New Releases, Maintenance Releases, and Fix Packs made available during the active Term

#### **What Support Does Not Cover**

The following are outside the scope of included support and are available through Professional Services:

- Implementation design, architecture review, and deployment planning
- Custom report development, Yurbi App configuration, or database schema design
- Issues caused by unsupported hardware, operating systems, or third-party software
- Issues that cannot be reproduced in a standard supported environment
- Support to OEM's end customers (see OEM Support Scope below)

#### **OEM Support Scope**

5000fish provides support directly to OEM and OEM's internal administrators, developers, and licensed users who work with the Yurbi software. We do not provide support directly to OEM's end customers. If an OEM's customer contacts 5000fish directly, we will redirect them to OEM. OEM is responsible for providing first-line support to its end customers.

Because Yurbi is self-hosted on OEM's infrastructure, 5000fish cannot directly access or modify any Yurbi installation. Support is delivered through guidance, documentation references, and where needed, screen-sharing sessions with OEM's authorized personnel.

## Authorized Support Contacts

OEM's designated support contacts are listed in Exhibit A. 5000fish may also provide technical assistance to OEM's internal administrators and licensed users directly. Account-level matters — including license inquiries, billing questions, and requests involving sensitive account information — will be handled only upon confirmation from a contact designated in Exhibit A.

## How to Reach Us

Email is our primary support channel and produces the fastest response. For critical production-down issues, phone is available but routes to a voicemail directing you to email for fastest handling.

- Email (primary): [support@yurbi.com](mailto:support@yurbi.com)
- Phone: 1-888-YURBI-01 (routes to email guidance; available for P1/P2 escalation)
- Ticket Portal: [support.yurbi.com](https://support.yurbi.com)
- Knowledge Base, videos, community, changelog, and roadmap: [yurbi.com/support](https://yurbi.com/support)

## Submitting a Support Request

To help us resolve issues as quickly as possible, please include the following with your initial request:

- Your Yurbi version number
- Your server operating system and environment (Windows / Linux / Docker)
- A clear description of the unexpected behavior, including steps to reproduce
- The contents of your Yurbi logs directory — providing logs upfront significantly reduces back-and-forth and resolution time

For complex issues, we may schedule a screen-sharing session to work through the problem together.

## Response Time Targets

Response time is measured from receipt of a support request to first response from a Yurbi support engineer. Email is the primary channel; phone is recommended only for Priority 1 critical issues. Targets below apply during business hours (8:00 AM – 5:00 PM Eastern, Monday – Friday, excluding US Federal Holidays). Priority 1 issues may be submitted at any time.

P	Impact	Channel	Description	Response Target
1	Critical	Email / Phone	Production application unavailable; no workaround available.	4 hours
2	High	Email / Phone	Application significantly restricted; no workaround available.	8 hours

3	Medium	Email	Application restricted; a workaround or alternative is available.	1 business day
4	Low	Email	General question, how-to guidance, or enhancement inquiry.	2 business days

Resolution times are not guaranteed. Resolution depends on the nature of the issue. Software defects requiring code changes are addressed in scheduled releases. Issues caused by third-party software, customer server configuration, or infrastructure outside 5000fish’s control are not within our direct resolution capability. We will keep you informed of status and expected timelines throughout.

## Product Releases

Customers with active subscriptions are entitled to all releases made available during their Term:

- New Releases (Major and Minor) — new capabilities, newly supported environments, and architectural improvements. Typically require a full uninstall and reinstall.
- Maintenance Releases (Refresh Packs) — incremental corrections and environment additions since the last major release. May require reinstall.
- Fix Packs — targeted corrections to specific components. Require an existing base release. Do not add new capabilities.

Yurbi ships updates on a weekly cadence. Release notes are published at [roadmap.yurbi.com/announcements](https://roadmap.yurbi.com/announcements).

## Product End-of-Life (EOL)

5000fish provides a minimum of twelve (12) months’ advance written notice before a product version reaches End-of-Life. EOL notices are published at [support.yurbi.com](https://support.yurbi.com). Products at EOL status may receive limited continued support through a Professional Services engagement.

## Professional Services

Advanced implementation assistance, custom development, architecture design, and training are available through Yurbi Professional Services, quoted and scoped separately from the software license and support subscription. Contact [support@yurbi.com](mailto:support@yurbi.com) to discuss a Professional Services engagement.

---

— END OF AGREEMENT —

Yurbi Software License Agreement v1.4 — 5000fish, Inc. — [yurbi.com/legal/](https://yurbi.com/legal/)