#### STUMPGEEK SOFTWARE SUBSCRIPTION LICENSE AGREEMENT WITH CARIBOU SOFTWARE, INC.

# PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE STUMPGEEK SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION (COLLECTIVELY, THE "SOFTWARE").

# THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT GOVERN USE OF THE SOFTWARE UNLESS YOU AND CARIBOU HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT GOVERNING USE OF THE SOFTWARE WITH CARIBOU.

Caribou is willing to license the Software to you only upon the condition that you accept all the terms contained in this Agreement. By downloading, installing and using the Software, you have indicated that you understand this Agreement and accept all of its terms. If you are accepting the terms of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the terms of this Agreement, and, in such event, "you" and "your" will refer to that company or other legal entity. If you do not accept all the terms of this Agreement, then Caribou is unwilling to license the Software to you.

# 1. Grant of License.

(a) Paid License. If you purchased a subscription plan license to the Software from Caribou or from an authorized reseller, then conditioned upon your compliance with the terms and conditions of this Agreement, Caribou grants you a non-exclusive and non-transferable license to Execute the Software solely in executable form as set forth in this agreement for the licensed size class indicated on your Purchase / Renewal Invoice or applicable purchasing documentation accompanying the Software. The license is applicable only to your specific business operation, and does NOT cover business operations owned by other related or non-related entities. Each license permits Execution of one copy of the Software on one computer.

(b) Trial License. If you have obtained a trial or evaluation version of the Software from Caribou or from an authorized Caribou reseller, then conditioned upon your compliance with the terms and conditions of this Agreement, Caribou grants you a non-exclusive and non-transferable license to Execute the Software solely in executable form, solely for testing and evaluation purposes, and not for production use. The foregoing trial license permits Execution of one copy of the Software on one computer.

2. Restrictions. You may not run the Software on a network. You may not use on behalf of, or make the functionality of the Software available to, third parties for any purpose, including, but not limited to, providing any computer repair, help desk or troubleshooting service. You may not: (a) copy (except in the course of loading or installing) or modify the Software, including but not limited to adding new features or otherwise making adaptations that alter the functioning of the Software; (b) transfer, sublicense, lease, lend, rent or otherwise distribute the Software to any third party; or (c) make the functionality of the Software available to multiple users through any means, including but not limited to by uploading the Software-as-a-service (SaaS) or any other type of services. You acknowledge and agree that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Caribou Software, Inc. Accordingly, you agree not to disassemble, decompile or reverse engineer the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition.

**3**. **Ownership**. Each copy of the Software is licensed, not sold. You own the media on which the Software is run, but you acknowledge and agree that Caribou retains ownership of the Software itself and any related data or databases used by Caribou or the Software (the "Database"), including all intellectual property rights therein. The Software and Database are protected by United States copyright law and international treaties. You will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the

Software as delivered to you. Caribou reserves all rights in the Software and Database not expressly granted to you in this Agreement.

4. Updates. From time to time, Caribou may, but has no obligation to, provide updates to the Software. You are advised to update the Software regularly, or to set it to update automatically if that feature is available in your version of the Software. Caribou reserves the right to designate any updates, additional content or features as requiring separate payment or purchase of a separate subscription at any time and without notice to you. Nothing in this Agreement entitles you to receive any support, maintenance, updates, upgrades, content or new versions of the Software at any time in its sole discretion. If you have entered into a separate maintenance and support or similar agreement with Caribou, then Caribou will provide Software maintenance and support in accordance with the terms of that agreement, not this Agreement.

# 5. Term.

(a) Paid Lifetime License Term. If you have purchased a one-time lifetime license to the Software, then the initial term of this Agreement commences on the date specified in the Purchase Receipt or applicable purchasing documentation accompanying the Software (or if no such date is specified, the date you initially install a copy of the Software on a Computer (regardless of the number of copies of the Software that you are permitted to use in accordance with this Agreement)), and, in each case, represents a lifetime license for use of the specific major version purchased.

(b) Paid Subscription Plan License Term. If you have purchased a subscription plan license to the Software, then the initial term of this Agreement commences on the date specified in the Purchase Receipt or applicable purchasing documentation accompanying the Software (or if no such date is specified, the date you initially install a copy of the Software on a Computer (regardless of the number of copies of the Software that you are permitted to use in accordance with this Agreement)), and, in each case, represents a license for use of the specific major version purchased and future major versions specific to this product for the time period in which your specific subscription plan is active.

(c) Trial License Term. If you have obtained a trial license to the Software, then your license will continue for such time period as may be specified by Caribou with respect to such trial. In addition, Caribou may terminate your trial license at any time at its sole discretion.

(d) Termination Rights. You may terminate the license at any time by destroying all copies of the Software in your possession or control. The license granted under this Agreement will automatically terminate, with or without notice from Caribou, if you breach any term of this Agreement. Without limiting the foregoing, if you fail to pay the applicable license fees as specified in the Purchase Receipt or applicable purchasing documentation, your license to the Software ends automatically. If you sue anyone over patents that you think may apply to the Software, your license to the Software ends automatically. Any patent rights in the Software granted by this license apply only to the Software.

(e) Effects of Termination. Termination of this Agreement, other than pursuant to Section 8, does not entitle you to a refund of any pre-paid fees. Sections 3, 5(e), 6, 7, 9 and 12 of this Agreement will survive any termination or expiration of this Agreement. Upon termination or expiration of this Agreement, your rights to use the Software cease.

6. Privacy Policy. By entering into this Agreement you agree that Caribou may track certain information it obtains from your computer, data about your license, data about what version of the Software you are using and what operating conditions it runs under and data concerning your geographic location. Caribou will not track any personal information about your computer other than data which is specifically related to operation of the Software. Geographic data collected by Caribou tracks country and region, but will not obtain data about your specific address.

7. Limited Warranty; Disclaimer. Caribou warrants that any physical media manufactured by Caribou on which the Software is distributed will be free from defects for a period of sixty (60) days from the date of delivery of the Software to you. Your sole and exclusive remedy, and Caribou's sole liability, in the event of a breach of the foregoing warranty will be that Caribou will, at its option, replace any defective media returned to Caribou within the warranty period or refund the money you paid for the Software. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 7, THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. CARIBOU DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CARIBOU OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. Caribou does not warrant that the Software will meet your requirements, that the Software will operate in the combinations that you may select for Execution, that the operation of the Software will be error-free or uninterrupted, or that all Software errors will be corrected. Caribou specifically disclaims any warranty or representation as to the Software's ability to perform every calculation without error. StumpGeek is a tool to aid in the operation of your Timber Harvesting business, as such, it should not be viewed as all inclusive and all calculations should be double checked for errors.

8. Limitation of Liability. CARIBOU'S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AMOUNTS PAID TO CARIBOU BY YOU FOR THE SOFTWARE. IN NO EVENT WILL CARIBOU BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CARIBOU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**9. U.S. Government End Users.** The Software is a "commercial item" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software is being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software will be only those specified in this Agreement.

**10. Export Law.** You agree to comply fully with all U.S. and other applicable export laws and regulations to ensure that neither the Software nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

11. General. For purposes of this Agreement, the terms "purchase," "sell" and like terms refers to purchase or sale of a license to use the Software and not to a purchase or sale of title to or ownership of any rights or other interests in the Software. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. You agree that any claims or actions regarding this Agreement may be brought solely in the state of federal courts located in Oneida County, Wisconsin, and you waive any right to challenge jurisdiction and venue therein. You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Caribou's prior written consent, and any attempt by you to do so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and

Caribou have executed a separate agreement. Any terms or conditions contained in your purchase order or other purchasing document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Caribou and will be deemed null.

**12. Contact Information.** If you have any questions regarding this Agreement, you may contact Caribou at stumped@CaribouSoftware.com.

Caribou Software, Inc. May, 2023