

END USER LICENSE AGREEMENT

[AIQUEOUS CLIENT] (“**CLIENT**”) PROVIDES customer programs and services via the POWERPATH / WaterWays platform, INCLUDING, BUT NOT LIMITED TO, ANY EXECUTABLE APPLICATIONS AND RELATED MATERIALS (COLLECTIVELY, THE “**PLATFORM**”). YOUR ACCESS AND USE OF THE PLATFORM IS GOVERNED BY THE TERMS AND CONDITIONS IN THE END USER LICENSE EULA (“**EULA**”)

BY ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS EULA AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO BIND SUCH ENTITY TO THIS EULA, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS EULA, YOU MAY NOT ACCESS OR USE THE PLATFORM.

THIS EULA REQUIRES BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS EULA OR YOUR ACCESS TO OR USE OF THE PLATFORM, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THIS EULA (EACH, A “**CLAIM**”), AND YOU AGREE THAT ANY SUCH CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. PLEASE REVIEW SECTION 16 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

1. **Governing Documents.** In addition to this EULA, your access to and use of the Platform is subject to an enterprise agreement, if any, between an organization you are affiliated with (“**Your Organization**”) and Client for access to and use the Platform (an “**Enterprise Agreement**”).

2. **License.** Subject to and conditioned upon your compliance in all material respects with the terms and conditions of this EULA, Client grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform. The license rights granted under this EULA with respect to the Platform are limited to access and use of the Platform in machine-readable, executable, object code form only.

3. **Mobile Apps.** Client has made and may make additional mobile software applications for access to and use of certain components of the Services (collectively, “**Mobile Apps**”). Your access to and use of Mobile Apps is subject to and governed by this EULA. If any Mobile App is downloaded by you from the iTunes App Store (each, an “**iOS Mobile App**”) or the Google Play Store (each, an “**Android Mobile App**”), your use of such iOS Mobile App and/or Android Mobile App is further subject to your compliance in all material respects with the terms and conditions of the Usage Rules set forth in the iTunes App Store Terms of Service and the terms and conditions of the Terms of Service set forth in the Google Play Store. This EULA is between you and Client only, and not with Apple Inc. (“**Apple**”) or Google LLC (“**Google**”) or any other app store provider, and Apple and Google are not responsible for iOS Mobile Apps and the contents thereof or Android Mobile Apps and the contents thereof; however, Apple and Apple’s subsidiaries and Google and Google’s subsidiaries are third-party beneficiaries of this EULA with respect to iOS Mobile Apps and the Android Mobile Apps, as applicable.

4. **Notices and Consents.**

(a) **Your Obligations.** Before providing any information, data, data records, text, sounds, photographs, images, graphics, videos, messages, scripts, tags and other materials (“**Content**”) to the Platform, you shall: (i) provide any data subjects whose Content will be processed by the Platform with a clear and accurate description of what the Platform does and the purposes for which you will use the Platform and the Content collected through or derived from the Platform; (ii) obtain clear assent from each such data subject for the collection, processing, use and retention of any Content captured through the Platform or derived from such data subject as contemplated by this EULA. For any data subject outside the United States, you shall obtain the express, written consent from each such data subject for their personal information to be transmitted to, stored, processed and otherwise used in the United States.

(b) **Your Content.** Client does not claim ownership of your Content. However, you hereby grant Client and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Your Content (in any form and any medium, whether now known or later developed) as necessary to provide the Platform to you, or as otherwise permitted by law (including for the purpose of improving the Platform and related technologies).

5. **Restrictions.** You may not: (a) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Platform, except as expressly permitted under this EULA; (b) reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of, the Platform; (c) frame or utilize any framing technique to enclose any content within the Platform; (d) access the Platform for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Platform or any product or service offered by Client; (e) rent, lease, lend, sell or

sublicense the Platform or otherwise provide access to the Platform as part of a service bureau or similar fee-for-service purpose; or (f) remove or obscure any proprietary notice that appears within the Service.

6. Ownership. Client or its licensors and suppliers own all rights, title and interest (including all intellectual property rights) in the Platform. The Platform is protected by U.S. and international copyright and other intellectual property laws and treaties. The Platform is licensed, not sold, for use only under the terms and conditions of this EULA. Client reserves all rights not expressly granted to you.

7. Indemnification. To the maximum extent permitted by applicable law, you shall indemnify and hold Client and its affiliates, and each of their officers, directors, employees, agents, partners and licensors (collectively, the “Client Parties”) harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable attorneys’ fees, resulting from or arising out of: (a) any Content you upload, post, submit, email, transmit or otherwise make available through the Platform; (b) any activities you undertake using the Platform; or (c) your violation of this EULA or any law or regulation, or any rights (including intellectual property rights) of another party.

8. DISCLAIMER OF WARRANTIES. YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLIENT PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CLIENT PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT: (a) THE PLATFORM WILL MEET YOUR REQUIREMENTS; (b) ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (c) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE PLATFORM WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE. ALL DATA, CONTENT, INFORMATION AND OTHER MATERIALS MADE AVAILABLE THROUGH THE PLATFORM IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL INFORMATION BEFORE TAKING OR OMITTING ANY ACTION. YOU ACKNOWLEDGE AND AGREE THAT YOUR ORGANIZATION IS SOLELY RESPONSIBLE FOR ANY ACTION IT TAKES OR OMITTS TO TAKE BASED UPON ANY RESULTS IT OBTAINS FROM THE PLATFORM, EVEN WHERE SUCH RESULTS ARE INACCURATE.

9. LIMITATION OF LIABILITY. THE CLIENT PARTIES WILL NOT BE LIABLE FOR ANY LOST PROFITS OR COST OF COVER, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF THE CLIENT PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT WILL THE CLIENT PARTIES’ TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE THIS EULA OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE PLATFORM EXCEED THE GREATER OF FIFTY DOLLARS (\$50) OR THE AMOUNT PAID DIRECTLY BY YOU TO CLIENT FOR ACCESS TO OR USER OF THE PLATFORM WITHIN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

10. Termination. Subject to the Enterprise Agreement, if you violate this EULA: (a) all rights granted to you under this EULA will terminate immediately, with or without notice; and (b) you must immediately cease using the Platform. Any rights granted to you under this EULA terminate upon termination of the Enterprise Agreement. Any provision that, by its terms, is intended to survive the termination of this EULA will survive the termination of this EULA.

11. Changes to Platform. Subject to the Enterprise Agreement, Client reserves the right to modify, suspend or discontinue the Platform or any product or service to which it connects, with or without notice, and Client shall not be liable to you or to any third party for any such modification, suspension or discontinuance. Client may at its sole discretion from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Platform or related services (“Updates”). Client may develop Updates that require installation by you before you continue to access or use the Platform or related services. Updates may also be automatically installed without providing any additional notice to you or receiving any additional consent from you. The manner in which Updates may be automatically downloaded and installed is determined by settings on your device and its operating system.

12. Suggestions. In the event that you provide any suggestions, comments, ideas, improvements or other feedback relating to the Platform to Client (collectively, “Suggestions”), you hereby grant Client and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Suggestions for any lawful purpose, without credit or compensation to you.

13. Legal Compliance. You represent and warrant that you are not: (a) located in a country that is subject to a U.S. Government embargo, or designated by the U.S. Government as a “terrorist supporting” country; and (b) listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

14. U.S. Government Entities. This section applies to access to or use of the Platform by a branch or agency of the United States Government. The Platform consists of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and qualifies as “commercial items” as defined in 48 C.F.R. 2.101. The Platform is provided to the United States Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The United States Government shall acquire only those rights set forth in this EULA with respect to the Platform, and any access to or use of the Platform by the United States Government constitutes: (i) agreement by the United States Government that that the Platform is “commercial computer software” and “commercial computer software documentation” as defined in this section; and (ii) acceptance of the rights and obligations herein.

15. Governing Law. This EULA shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this EULA.

16. BINDING ARBITRATION AND CLASS ACTION WAIVER.

(a) Binding Arbitration. ALL CLAIMS (AS DEFINED IN THE PREAMBLE) WILL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT (DEFINED FOR THE PURPOSES OF THIS EULA AS A COURT OF LIMITED JURISDICTION THAT MAY ONLY HEAR CLAIMS NOT EXCEEDING \$5,000) IF YOUR CLAIMS ARE WITHIN THE COURT’S JURISDICTION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

(b) Procedure. The arbitration will be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA’s rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees shall be governed by the AAA’s rules. The arbitration will be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that such hearing will be conducted in Austin, Texas or, if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator on all matters relating to the Claim will be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

(c) Class Action Waiver. WE EACH AGREE THAT ALL CLAIMS (AS DEFINED IN THE PREAMBLE) WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM WILL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN AUSTIN, TEXAS. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM *NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

(d) Injunctive Relief. Notwithstanding anything to the contrary, you and Client may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section 16.

(e) Changes. If Client implements any material change to this Section 16, such change will not apply to any claim for which you provided written notice to Client before the implementation of the change

17. General. This EULA constitutes the entire agreement between you and Client concerning your access to and use of the Platform. It supersedes all prior or contemporaneous oral or written negotiations and agreements between you and Client with respect to such subject matter. For the purposes of this EULA, the words “such as,” “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” You may not assign or delegate any right or obligation under this EULA without the prior written consent of Client. The failure of Client to exercise or enforce any right or provision of this EULA will not constitute a waiver of such right or provision. If any provision of this EULA is held to be invalid or unenforceable under applicable law, then such provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this EULA. Any prevention of or delay in performance by Client hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.