

IMPORTANT – READ CAREFULLY: This License Agreement (“Agreement”) is a legal contract between you (either an individual or an entity, together with your employees and agents) (“You”) and Baron Services, Inc., a Delaware corporation (“Baron”), governing the use of certain proprietary and non-proprietary meteorological data developed using proprietary and non-proprietary methods that can be delivered to authorized devices that have internet connectivity (the “Baron Data”), the specifications of Baron’s web application programming interface and data access protocols designed to facilitate the access and display of the Baron Data on certain approved devices (the “Baron Web API”), and a package of documentation and software code containing information useful to the implementation of the Baron Web API specifications (the “Baron Software Development Kit”) (the Baron Data, Baron Web API, and Baron Software Development Kit are referred to collectively herein as the “Licensed Software”).

1. **Grant of License; Transfer Restrictions.** In consideration of you entering into this Agreement, and subject to the restrictions and conditions set forth herein, Baron hereby grants to you a revocable, nonexclusive, nontransferable, non-assignable, non-sublicensable, royalty-free, limited license to the Licensed Software, solely for the purpose of experimentation, research, and development in the incorporation of the Licensed Software into Your software. THIS IS NOT A LICENSE TO USE THE LICENSED SOFTWARE FOR ANY COMMERCIAL PURPOSE WITHOUT FIRST ENTERING INTO A SEPARATE LICENSE BETWEEN YOU AND BARON, AND ACCORDINGLY, YOU MAY NOT SELL, LEASE, RENT, LICENSE, SUBLICENSABLE, DISSEMINATE, PUBLISH, TRANSFER, MODIFY, ADAPT, TRANSLATE, OR CREATE DERIVATIVE WORKS BASED ON, THE LICENSED SOFTWARE.

2. **Reservation of Rights and Ownership.** The Licensed Software is protected by copyright and other intellectual property laws and treaties. Baron reserves all rights not expressly granted to You in this Agreement. The Licensed Software is licensed, not sold. This Agreement does not grant You any rights to trademarks or service marks of Baron. You acknowledge and agree that Baron retains the sole right, title, and interest in and to the Licensed Software and all patents, copyrights, trade secrets, and other intellectual property rights with respect to the Licensed Software.

3. **Limitations of Reverse Engineering, Decompilation.** You may not, nor allow any third party to: (a) modify, adapt, translate, decompile, disassemble, or reverse engineer the Licensed Software; (b) remove any product identification or proprietary rights notices; (c) publish any performance or benchmark tests or analysis relating to the Licensed Software; or (d) otherwise use the Licensed Software except as expressly provided herein.

4. **Supplemental Components.** From time to time after you obtain the Licensed Software, Baron may, in its sole discretion, make available updates, bug fixes, supplements, or add-on components relating to the Licensed Software (collectively, the “Supplemental Components”). Supplemental Components may be provided under separate agreement for additional consideration. If other terms are not provided, then Your use of such Supplemental Components will be governed by all of the terms and conditions of this Agreement.

5. **Termination.** The license granted herein shall be effective unless and until it is terminated. This license will terminate automatically without notice from Baron if you fail to comply with

any provision of this Agreement. Baron may terminate this Agreement upon notice. Upon any such termination, all of Your rights to use the Licensed Software shall immediately cease and you shall promptly destroy any and all copies of the Licensed Software. The provisions of Sections 2, 3, and 6 – 14 shall survive termination of this Agreement indefinitely, regardless of the reason for such termination.

6. **Disclaimer of Warranties.** BARON PROVIDES THE LICENSED SOFTWARE FOR ADVISORY PURPOSES ONLY AND IT SHOULD NOT BE USED AS OR INCORPORATED INTO A “SAFETY-OF-LIFE” SERVICE OR DEVICE, AND SHOULD NOT BE USED FOR ANY “SAFETY-OF-LIFE” PURPOSE. THE LICENSED SOFTWARE IS PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER. BARON DISCLAIMS ALL WARRANTIES (OTHER THAN THOSE INCLUDED IN THE AGREEMENT), EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ADVICE OR INFORMATION GIVEN BY BARON OR ITS REPRESENTATIVES, WHETHER ORAL OR WRITTEN, SHALL CREATE A WARRANTY. BARON DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON WITH RESPECT TO THE LICENSED SOFTWARE.

7. **Limitation of Liability.** BARON ASSUMES NO RESPONSIBILITY FOR AND YOU RELEASE AND DISCHARGE BARON FROM ANY AND ALL LIABILITY OR DAMAGES, WHETHER DIRECT OR INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, LOST REVENUES, OR LOST OR CORRUPTED DATA), HOWEVER ARISING, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, IRRESPECTIVE OF THE NUMBER OR NATURE OF SUCH CLAIMS. TO THE MAXIMUM EXTENT THAT SUCH DISCLAIMERS ARE NOT EXPRESSLY PROHIBITED BY LAW. BARON DISCLAIMS ANY AND ALL LOSS, DAMAGE OR LIABILITY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO YOUR USE OF THE LICENSED SOFTWARE.

8. **Indemnification to Baron.** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BARON, ITS LICENSORS AND ITS AFFILIATES, FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY’S FEES, INCURRED IN CONNECTION OR ARISING OUT OF (A) YOUR VIOLATION OR BREACH OF ANY TERM OF THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION REFERENCED HEREIN; (B) CLAIMS MADE AGAINST BARON BY ANY THIRD PARTY RELATING, DIRECTLY OR INDIRECTLY, TO THE LICENSED SOFTWARE AND DOCUMENTATION LICENSED TO YOU IN THIS AGREEMENT; OR (C) THE USE OR MISUSE OF THE LICENSED SOFTWARE.

9. **Applicable Law and Jurisdiction.** This Agreement shall be governed by the laws of State of Alabama, United States of America, without regard to conflict of law principles. Any dispute, claim or controversy of whatsoever kind or nature arising between the parties hereto as a result of this Agreement (if not resolved amicably) will be solely subject to the jurisdiction of the state

or federal courts located in Huntsville, Alabama and the parties specifically submit to the jurisdiction of such courts.

10. **Notice.** You shall inform all of Your employees, agents, and others utilizing the Licensed Software under this Agreement that the Licensed Software may not be used, copied, or transferred in violation of this Agreement and ensure that no such person violates or breaches this Agreement.

11. **Injunctive Relief.** You agree that a remedy at law for a breach or violation of this Agreement would be inadequate, that Baron and its licensors and affiliates would suffer immediate and irreparable harm as a result of such breach or violation, and that Baron and its affiliates shall be entitled to temporary, preliminary, and permanent injunctive relief, without bond, to restrain any such breach or violation. Nothing provided in this Section 12 shall limit the remedies available to Baron in this Agreement.

12. **Binding upon Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the successors, representatives, administrators and assigns of the parties hereto. Notwithstanding the generality of the foregoing, this Agreement shall not be assignable by either Party, by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld, unless such assignment is pursuant to a sale or merger of a Party, or the sale of substantially all of a Party's assets.

13. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from the Agreement and the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties hereto. It is expressly understood and agreed that each and every provision of this Agreement is intended by the parties to be severable and independent of any other provision and to be enforced as such.

14. **Entire Agreement.** This Agreement and the exhibits and schedules hereto constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereto and supersede all prior and contemporaneous agreements, representations and understandings between the parties.

BY CLICKING THE "ACCEPT" BUTTON OR BY INSTALLING, COPYING, DOWNLOADING, ACCESSING, OR USING THE LICENSED SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT INSTALL, COPY, DOWNLOAD, ACCESS, OR USE THE SOFTWARE, AND YOU SHOULD EXIT NOW.