

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "**Agreement**") is a legal agreement between you ("You," "Your," or "Customer") and Ferrum Consulting, LLC, a Limited Liability Company ("**Ferrum Consulting**").

Ferrum Consulting licenses its products under a subscription model, including a Standard License, a Professional License, and an Enterprise License. Your right to possess, distribute, develop, and/or compile anything that incorporates, is linked to, or compiled with, any given copy of a Ferrum Consulting software product is set forth in this Agreement. If the subscription expires, the licenses expire, and Customer may no longer use the product.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE LICENSED PRODUCT, INCLUDING THE RDN LICENSE PLATFORM AND SUPPORT SERVICES RELATED TO THE LICENSED PRODUCT. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION, WAIVER OF CLASS ACTIONS SECTION, UNDER GENERAL CLAUSES. PLEASE READ CAREFULLY.

Carefully read all of the terms and conditions of this Agreement prior to downloading or installing or using the Licensed Product (as that term is defined below). This Agreement between You and Ferrum Consulting sets forth the terms and conditions of Your use of the Licensed Product. For the purposes of this Agreement, the effective date of this Agreement shall be the date upon which You click the "YES" button below. You acknowledge and agree that only corporations, partnerships, limited liability companies, and other legal entities are authorized to enter into this Agreement, and that no license will be granted to individual users. If You are agreeing to this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity to this Agreement. If You do not have such authority, if you are an individual user, and/or if You do not agree with this Agreement, you may not use and/or download the Licensed Product.

BY CLICKING THE "YES" BUTTON, AND/OR DOWNLOADING AND USING THE LICENSED PRODUCT, YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES A BINDING CONTRACT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "NO" BUTTON AND DO NOT DOWNLOAD AND/OR INSTALL OR OTHERWISE USE THE LICENSED PRODUCT.

IF AFTER READING THIS AGREEMENT YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT FERRUM CONSULTING PRIOR TO USING THE SOFTWARE PRODUCT VIA EMAIL AT SUPPORT@REIDELL.NET.

1. Entire Agreement

This Agreement contains the entire understanding of Ferrum Consulting and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. Entering into this Agreement does not operate as an acceptance of any terms and conditions that conflict with the terms hereof, and the terms of this Agreement shall prevail over any purported conflicting provisions that might appear in any Customer purchase order or any other instruments. In the event Customer believes PO terms apply, then the only remedy is a pro-rated refund.

2. Definitions

- 2.1. **"Authorized Users"** means the individuals permitted to use the Software under a License Key, up to the maximum number specified by the applicable Subscription Tier.
- 2.2. **"Computer System"** means the computer hardware equipment on which Customer has elected to install and/or execute a given copy of Licensed Program(s).
- 2.3. **"Customer Application"** means pre-existing software, hardware, systems or other applications owned or licensed by the Customer.
- 2.4. **"Developer"** means an individual person that has Programmatic Access and has been granted rights to use the Licensed Product under this Agreement.
- 2.5. **"Documentation"** means the softcopy documentation provided by Ferrum Consulting with the Licensed Program(s), such as softcopy user manuals and online help.
- 2.6. **"End Users"** means those human users of an Integrated Product pursuant to a license agreement with Customer or by employees or contractors of Customer (for purposes other than Customer's internal development and testing).
- 2.7. **"Fair Use"** means reasonable and non-excessive use of Support services, as determined by Ferrum Consulting in its sole discretion, to ensure equitable access for all customers. Fair Use may limit the volume, frequency, or scope of Support requests to prevent abuse or disproportionate consumption of Support resources.
- 2.8. **"Integrated Product"** means the product resulting from integrating a copy of the Licensed Product with a Customer Application, by or on behalf of Customer. The Integrated Product must add meaningful value or functionality to the Licensed Product.
- 2.9. **"License Key"** means the cryptographically signed token issued by the Platform that grants Customer the right to use the Software in accordance with the purchased Subscription Tier and feature set. License Keys encode the authorized product, features, user limits, and expiration terms.
- 2.10. **"Licensed Product"** means, collectively, the Licensed Program(s) and Documentation.
- 2.11. **"Licensed Program(s)"** means the executable version of the software, as well as the compiled binaries, as appropriate, as well as any updates or new versions of the same that may be delivered by Ferrum Consulting to Customer during the term of this license.
- 2.12. **"License Types"**
- (a) A Standard License or Professional License shall mean a subscription license that provides a limited number of licenses to a set amount of Developers for a named Customer. Customer must procure enough active licenses for each individual who has Programmatic Access. A Standard or Professional License only grants rights to a named Customer and does not extend any right, in any form, to any parent or subsidiary company of Customer.
 - (b) An Enterprise License shall mean a subscription license for all development for a named Customer. An Enterprise License only grants rights to a named Customer and does not extend any right, in any form, to any parent or subsidiary company of Customer.
- 2.13. **"Platform"** means the Rdn License web application and associated services operated by Ferrum Consulting for the purpose of managing license keys, subscriptions, and customer accounts.
- 2.14. **"Production Use"** means the use of the Licensed Product as part of an Integrated Product by

any End User.

2.15. **"Programmatic Access"** means access to the functionality of the Licensed Product through any programmatic interface, including but not limited to APIs, SDKs, command-line tools, or direct integration with the Licensed Product's libraries or services.

2.16. **"Subscription"** means the recurring billing arrangement under which Customer pays periodic fees for continued access to the Software and associated services for a defined billing period.

2.17. **"Subscription Tier"** means the specific level of service selected by the Customer, which determines the features, usage limits, support level, and pricing applicable to the Customer's use of the Software. Tiers are defined per product and published on the Platform.

2.18. **"Support"** means the technical assistance and maintenance services provided by Ferrum Consulting to Customer during the Subscription term, as specified by the applicable Subscription Tier.

3. Grant of License

3.1. **License Grant.** Subject to the terms of this Agreement and payment of all applicable fees, Ferrum Consulting grants Customer a limited, non-exclusive, non-transferable, revocable license to install and use the Licensed Product solely for Customer's internal business purposes, as permitted by the applicable Subscription Tier.

3.2. **Scope of Use.** Each License Key is issued for a specific product, Subscription Tier, and authorized user count. Customer may only use the Licensed Product within the scope defined by the License Key, including the specific product identified, the maximum number of Authorized Users and tenants permitted, the features enabled for the selected Subscription Tier, and the billing period and expiration date encoded in the License Key.

3.3. **Distribution Rights.** Customer may distribute the Licensed Product only as part of an Integrated Product to End Users. The Licensed Product cannot be distributed in stand-alone form and/or with a wrapper under any circumstances. Customer shall not grant End Users any rights to the Licensed Product that exceed the rights granted to Customer under this Agreement.

3.4. **Restrictions.** Customer shall not:

- Copy, modify, distribute, sell, sublicense, lease, rent, or otherwise transfer the Licensed Product or any License Key to any third party without prior written consent from Ferrum Consulting.
- Reverse engineer, decompile, disassemble, or attempt to derive the underlying algorithms, structure, ideas, or organization of the Licensed Product by any means.
- Remove, alter, or obscure any proprietary notices, labels, trademarks, or marks on or within the Licensed Product.
- Circumvent, disable, or tamper with any license enforcement, authentication, heartbeat, or security mechanisms embedded in the Licensed Product.
- Share, publish, post, or otherwise disclose License Keys to any unauthorized party or in any public forum.
- Use the Licensed Product for any unlawful purpose or in violation of any applicable local, state, national, or international laws or regulations.
- Attempt to use the Licensed Product beyond the scope of the License Key, including exceeding Authorized User limits or enabling features not included in the Subscription Tier.

3.5. **Reservation of Rights.** All rights not expressly granted to Customer under this Agreement are reserved by Ferrum Consulting. No implied licenses are granted by this Agreement.

4. Subscription and Payment

4.1. **Subscription Terms.** Access to the Licensed Product is provided on a subscription basis. Subscription periods, pricing, and included features are determined by the Subscription Tier selected at the time of purchase and are subject to the pricing schedule published on the Platform. Ferrum Consulting offers multiple Subscription Tiers per product, each with different feature sets, user limits, and pricing.

4.2. **Billing and Renewal.** Subscriptions are billed in advance on a recurring basis according to the billing period selected by Customer (monthly or annually). Subscriptions will automatically renew at the end of each billing period at the then-current rate unless Customer cancels prior to the renewal date through the Platform.

4.3. **Price Changes.** Ferrum Consulting reserves the right to modify subscription pricing. Customer will be notified of price changes at least thirty (30) days prior to the effective date. Price changes take effect at the start of the next billing period following the notice period. Continued use of the Licensed Product after a price change takes effect constitutes acceptance of the new pricing.

4.4. **Late Payment.** If Customer fails to make timely payment of any subscription fees, Ferrum Consulting may suspend access to the Licensed Product until all outstanding amounts are paid in full. Ferrum Consulting reserves the right to charge interest on overdue amounts at a rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less.

4.5. **Taxes.** Subscription fees are exclusive of all taxes, levies, and duties. Customer is responsible for paying all applicable taxes associated with the Subscription, excluding taxes based on Ferrum Consulting's net income.

4.6. **Refunds.** Subscription fees are non-refundable except as required by applicable law. Ferrum Consulting may, at its sole discretion, offer credits or pro-rated refunds on a case-by-case basis for documented service disruptions or billing errors. In the event Customer believes PO terms apply, then the only remedy is a pro-rated refund.

5. License Key Management and Enforcement

5.1. **Activation.** The Licensed Product requires activation with a valid License Key to operate. License Keys are issued through the Platform upon successful subscription purchase. Each License Key is bound to a specific customer account and product. Customer is responsible for securely storing the License Key and any associated credentials.

5.2. **Validation.** License Keys are validated through cryptographic verification. The Licensed Product may communicate with the Platform to verify the validity, status, and scope of the License Key. Customer must maintain network connectivity sufficient for license validation as required by the Licensed Product.

5.3. **Heartbeat Monitoring.** The Licensed Product performs periodic heartbeat checks to verify that the License Key remains valid and that usage falls within the licensed scope. The frequency of heartbeat checks is determined by the Subscription Tier. Failure to complete heartbeat validation within the configured grace period may result in degraded functionality or temporary suspension of access until connectivity is restored and validation succeeds.

5.4. **Revocation and Deactivation.** Ferrum Consulting reserves the right to revoke or deactivate any License Key that is found to be used in violation of this Agreement. Grounds for revocation include, but are not limited to:

- Unauthorized sharing or distribution of License Keys.
- Tampering with or circumventing license enforcement mechanisms.
- Exceeding the licensed number of Authorized Users or tenants.
- Non-payment of subscription fees after the applicable grace period.
- Any other material breach of this Agreement.

Ferrum Consulting will make reasonable efforts to notify Customer prior to revocation, except in cases involving security threats or fraud.

6. Intellectual Property

6.1. **Ownership.** The Licensed Product, Platform, and all associated materials, including but not limited to all code, documentation, designs, algorithms, interfaces, trade secrets, and know-how, are and shall remain the sole and exclusive property of Ferrum Consulting. This Agreement does not grant Customer any ownership rights, title, or interest in the Licensed Product or Platform beyond the limited license expressly granted herein.

6.2. **Feedback.** If Customer provides any suggestions, ideas, enhancement requests, or other feedback regarding the Licensed Product or Platform ("Feedback"), Ferrum Consulting shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate such Feedback into the Licensed Product or any other products or services without obligation to Customer.

6.3. **Trademarks.** "Rdn License," "Rdn Identity," "Rdn Labs," and all related names, logos, and marks are trademarks of Ferrum Consulting, LLC. This Agreement does not grant Customer any right to use Ferrum Consulting's trademarks without prior written consent.

7. Support and Updates

7.1. **Support.** The level and availability of technical support depends on the Subscription Tier. Support is provided through the channels specified for each tier, which may include email, the Platform's support system, or community forums. Ferrum Consulting will use commercially reasonable efforts to respond to support requests within the timeframes specified for the applicable tier. All support is subject to the Fair Use policy.

7.2. **Software Updates.** Ferrum Consulting may release updates, patches, bug fixes, or new versions of the Licensed Product from time to time. Updates are provided at Ferrum Consulting's sole discretion. Certain updates may be required for continued operation of the Licensed Product or for compatibility with current License Key validation mechanisms. Ferrum Consulting is under no obligation to develop or release any specific updates or features.

7.3. **Deprecation.** Ferrum Consulting may discontinue or deprecate specific products, features, or Subscription Tiers upon ninety (90) days' written notice to affected Customers. In the event of product discontinuation, Ferrum Consulting will honor existing Subscription terms through the end of the current billing period and provide reasonable assistance with transition.

8. Data and Privacy

8.1. **Data Collection.** Ferrum Consulting collects and processes certain data in connection with the operation of the Platform and the enforcement of this Agreement, including:

- Account registration information (name, email address, company name).
- License key activation and validation records.
- Heartbeat and usage telemetry necessary for license enforcement.
- System environment information transmitted during license validation.

8.2. **Data Use.** Ferrum Consulting uses collected data solely for the purposes of operating the Platform, enforcing license terms, providing customer support, improving the Licensed Product, and communicating with Customer regarding their account and subscription.

8.3. **Data Protection.** Ferrum Consulting implements commercially reasonable technical and organizational measures to protect Customer data against unauthorized access, alteration, disclosure, or destruction. Ferrum Consulting will handle all personal data in accordance with applicable data protection laws.

8.4. **Data Retention.** Ferrum Consulting retains Customer data for as long as necessary to fulfill the purposes described in this Agreement and to comply with legal obligations. Upon termination of the Subscription and expiration of any applicable retention period, Ferrum Consulting will delete or anonymize Customer data in accordance with its data retention policies.

9. Confidentiality

9.1. **Confidential Information.** Customer acknowledges that the Licensed Product, its architecture, License Key structure, and any technical information provided by Ferrum Consulting constitute confidential information. Customer agrees to maintain the confidentiality of such information and not to disclose it to any third party without the prior written consent of Ferrum Consulting, except as required by law.

9.2. **Exceptions.** This obligation of confidentiality does not apply to information that: (a) is or becomes publicly available through no fault of Customer; (b) was known to Customer prior to disclosure by Ferrum Consulting; (c) is independently developed by Customer without reference to Ferrum Consulting's confidential information; or (d) is disclosed pursuant to a court order or legal requirement, provided Customer gives Ferrum Consulting prompt notice of such requirement.

10. Term and Termination

10.1. **Term.** This Agreement is effective upon activation of a License Key and continues for the duration of the active Subscription, including any renewal periods, unless terminated earlier in accordance with this section.

10.2. **Termination by Customer.** Customer may terminate this Agreement at any time by cancelling the Subscription through the Platform. Cancellation takes effect at the end of the current billing period. Customer will retain access to the Licensed Product until the end of the paid billing period.

10.3. **Termination by Ferrum Consulting.** Ferrum Consulting may terminate this Agreement immediately upon written notice if:

- Customer breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice.
- Customer fails to pay subscription fees within thirty (30) days of the due date.

- Customer engages in fraudulent activity, unauthorized distribution of License Keys, or attempts to circumvent license enforcement mechanisms.
- Customer becomes insolvent, files for bankruptcy, or ceases business operations.

10.4. **Effect of Termination.** Upon termination of this Agreement for any reason:

- All rights and licenses granted under this Agreement cease immediately.
- Customer must immediately discontinue all use of the Licensed Product and destroy any copies in Customer's possession or control.
- All outstanding License Keys will be deactivated.
- Customer remains liable for any fees accrued prior to the effective date of termination.

Sections 6, 8, 9, 11, 12, 13, and 14 shall survive termination of this Agreement.

11. Disclaimer of Warranties

THE LICENSED PRODUCT AND PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

FERRUM CONSULTING DOES NOT WARRANT THAT THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. FERRUM CONSULTING MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION PROVIDED THROUGH THE LICENSED PRODUCT OR PLATFORM.

CUSTOMER ASSUMES ALL RISK ARISING FROM THE USE OF THE LICENSED PRODUCT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FERRUM CONSULTING OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FERRUM CONSULTING, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE LICENSED PRODUCT, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF FERRUM CONSULTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FERRUM CONSULTING'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER TO FERRUM CONSULTING DURING THE TWELVE (12) MONTHS

IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

13. Indemnification

13.1. **Indemnification by Customer.** Customer agrees to indemnify, defend, and hold harmless Ferrum Consulting and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

- Customer's use of the Licensed Product or Platform.
- Customer's violation of any term of this Agreement.
- Customer's violation of any applicable law or regulation.
- Any claim by a third party arising from Customer's use of the Licensed Product.

13.2. **Indemnification Process.** Ferrum Consulting will promptly notify Customer of any claim subject to indemnification. Customer shall have the right to control the defense of such claim, provided that Ferrum Consulting may participate in the defense at its own expense. Customer shall not settle any claim without Ferrum Consulting's prior written consent if the settlement would impose any obligation on Ferrum Consulting or admit liability on Ferrum Consulting's behalf.

14. General Provisions

14.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in Pennsylvania, and the parties hereby consent to the personal jurisdiction and venue of such courts.

14.2. **Mandatory Arbitration.** Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved by binding arbitration administered in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Pennsylvania. The arbitrator's decision shall be final and binding. Judgment on the award may be entered in any court having jurisdiction thereof.

14.3. **Waiver of Class Actions.** Customer agrees that any arbitration or legal proceeding shall be conducted only on an individual basis and not in a class, consolidated, or representative action. Customer waives any right to participate in a class action lawsuit or class-wide arbitration against Ferrum Consulting.

14.4. **Amendments.** Ferrum Consulting reserves the right to modify this Agreement at any time. Material changes will be communicated to Customer at least thirty (30) days in advance through the Platform or via email to the address associated with Customer's account. Continued use of the Licensed Product after the effective date of any modification constitutes Customer's acceptance of the modified terms. If Customer does not agree to the modified terms, Customer must discontinue use of the Licensed Product and cancel the Subscription before the changes take effect.

14.5. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to

make it valid and enforceable, or if modification is not possible, shall be severed from this Agreement. The remaining provisions shall continue in full force and effect.

14.6. **Waiver.** No failure or delay by Ferrum Consulting in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

14.7. **Assignment.** Customer may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Ferrum Consulting. Any attempted assignment without such consent shall be void. Ferrum Consulting may freely assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

14.8. **Force Majeure.** Neither party shall be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, power outages, telecommunications failures, or internet disruptions.

14.9. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by confirmed email to the address associated with Customer's Platform account; or (c) one (1) business day after deposit with a nationally recognized overnight courier service.

14.10. **Independent Contractors.** The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

15. Contact Information

For questions, concerns, or notices regarding this Agreement, please contact:

Ferrum Consulting, LLC

Email: support@reidell.net

Web: <https://license.reidell.net>

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