

KOVERSE LICENSE AGREEMENT

IMPORTANT – READ THIS MESSAGE CAREFULLY BEFORE INSTALLING, USING OR OTHERWISE ACCESSING OR MANIPULATING THIS SOFTWARE (DEFINED BELOW AS “LICENSED SOFTWARE”). THE LICENSED SOFTWARE IS LICENSED TO YOU (“YOU” OR “CUSTOMER”) AS AN INDIVIDUAL, OR IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THE LICENSED SOFTWARE IS LICENSED TO YOU AS AN AUTHORIZED USER OF SUCH ENTITY BY KOVERSE, INC. (“KOVERSE”) PURSUANT TO THIS KOVERSE LICENSE AGREEMENT (THE “AGREEMENT”). BY INSTALLING, USING, OR OTHERWISE ACCESSING OR MANIPULATING THE LICENSED SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT FOR YOURSELF OR ON BEHALF OF THE ENTITY YOU ARE REPRESENTING, AS APPLICABLE. IF YOU AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU SHOULD CLICK “I AGREE” AT THE END OF THE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT, DO NOT CLICK “I AGREE” AND DO NOT USE THIS LICENSED SOFTWARE.

IF THE ENTITY YOU REPRESENT HAS ENTERED INTO A SIGNED AGREEMENT WITH KOVERSE FOR THE USE OF THE LICENSED SOFTWARE, THE TERMS AND CONDITIONS OF THE SIGNED AGREEMENT WILL GOVERN YOUR USE OF THE LICENSED SOFTWARE INSTEAD OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement, including its terms and conditions, associated attachments, exhibits, and Orders, as defined below, set forth the terms and conditions under which Koverse agrees to provide, and the Customer entering into this Agreement with Koverse agrees to obtain access to the Koverse technologies described herein. In the event of a conflict between the terms and conditions of this Agreement and an attachment, exhibit, or Order, the terms and conditions of this Agreement will control unless explicitly provided in the attachment, exhibit or Order.

For good and valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Definitions.** Capitalized terms will be defined as set forth below, or elsewhere in this Agreement.
 - 1.1. “Authorized Users” means any employee, authorized agent or subcontractor of Customer who uses the Licensed Software solely in connection with the internal business activities of the Customer and who is subject to a written agreement with Customer that includes use and confidentiality restrictions that are at least as protective as those set forth in this Agreement.
 - 1.2. “Cluster” means any one or more physical or virtual computers running any process required to support a single Koverse deployment.
 - 1.3. “Core” means any physical and/or virtual CPU functional unit within a computing device that interprets and executes software instructions and that is running any of the following processes: i) Hadoop Named Node, ii) Hadoop Job Tracker / YARN Resource Manager, iii) Hadoop Task Tracker / YARN Node Manager, iv) Hadoop Data Node, v) Accumulo Master, vi) Accumulo Tablet Server, vii) Koverse Server, viii) Koverse Web App, or ix) Spark Executor.

- 1.4. "Customer Affiliates" means entities controlled by or under common control with Customer.
- 1.5. "Designated Location" means the Customer location set forth in the Customer's initial Order and in any subsequent Orders where the Licensed Software will be installed. In the event Customer uses a third party provider to host the Licensed Software, "Designated Location" will mean the name and location of such third party provider.
- 1.6. "Documentation" means any manuals, instructions, illustrations, guidelines, directions, samples, and any other documentation or information in written, electronic or any other media or format provided to Customer along with the Licensed Software
- 1.7. "Initial Term" means the initial term of the applicable Order as described in Section 7.1 (Term).
- 1.8. "Intellectual Property Rights" means all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights, and all other proprietary rights.
- 1.9. "Integration" means an integration between the Licensed Software and Customer's software applications and third party applications, developed by Customer as permitted hereunder.
- 1.10. "Licensed Software" means the most current executable object code release of Koverse's proprietary software applications provided to Customer in accordance with this Agreement, as identified in Customer's initial Order and any subsequent Orders; (ii) any modifications, upgrades, updates, or new versions of the software provided to Customer under this Agreement; (iii) any Licensed Tools included; and (iv) the Documentation.
- 1.11. "Licensed Tools" means sample code and developer tools clearly designated for use for development purposes.
- 1.12. "Order" means a separate Koverse provided document containing a description of the Licensed Software; the number of Cores, Clusters, and Authorized Users, as applicable; a description of the hardware on which the Licensed Software will be installed; fees; and other details as specified herein or otherwise agreed upon, that has been fully executed by the parties or presented by Koverse to the Customer online and agreed to by the Customer. In addition, an Order may be a document entered into between Customer and a party authorized by Koverse to resell licenses to the Licensed Software.
- 1.13. "Support Services" means support services furnished by Koverse to Customer.
- 1.14. "Term" means the term of the applicable Order as described in Section 7.1. (Term).
- 1.15. All other capitalized defined terms will have the meanings set forth in the Agreement.

2. **Licenses.**

- 2.1. License to the Licensed Software. Customer may purchase licenses to use the

Licensed Software pursuant to one or more Orders. Subject to Customer's compliance with the terms and conditions of this Agreement, Koverse grants to Customer a limited, revocable, non-exclusive, non-transferable, license, without right of sublicense, to: (i) have installed copies of the Licensed Software on the number of Clusters and Cores at the Designated Location(s) as provided on the applicable Order; (ii) reproduce a single copy of the Licensed Software solely as reasonably necessary for customary back-up and disaster recovery purposes; and (iii) permit the Authorized Users to access and use the Licensed Software subject to this Agreement and display and reproduce the Documentation (including by printing the electronic version) as reasonably required to permit the Authorized Users to exercise the rights expressly granted in this Section. For certain Licensed Software, the number of Authorized Users may be limited and the number will be specified in the Order. Customer may use a third-party provider to host the Licensed Software provided that Company is responsible for such third party provider's compliance with the applicable provisions of this Agreement. The Licensed Software may be used by the Authorized Users solely in connection with Customer's internal business use. Any modifications, upgrades, updates, or new versions provided by Koverse may be subject to additional terms and conditions included with such software. Authorized Users may be required to click through an acknowledgment of the restrictions contained in this Agreement as a condition of accessing the Licensed Software. Customer is responsible for Authorized Users who are not employees to the same extent it is responsible for the actions of its employees. Customer Affiliates may (a) place separate Orders under this Agreement, or (b) utilize the Licensed Software licensed under an Order so long as Customer has the right to bind such Customer Affiliate to the terms and conditions of this Agreement, provided that in the case of both (a) and (b) Customer will be responsible for the acts and omissions of the Customer Affiliate and its employees, agents and contactors to the same extent it is responsible for the acts and omissions of its own employees. The applicable Customer Affiliate will be included within meaning of "Customer" hereunder for purposes of the applicable Order.

- 2.2. Open Source and other Third Party Software. The Licensed Software may contain open source software ("Open Source") licensed pursuant to the Apache License, currently Version 2.0 available at <http://www.apache.org/licenses/LICENSE-2.0> or another open source license referenced in the code and such license, including any additional rights contained therein, will be applicable to the Open Source. In addition, the Licensed Software may contain third party Software ("Third Party Software"). If such Third Party Software is subject to any additional terms and conditions, such terms and conditions will be made available to Customer and will apply to the Third Party Software and notwithstanding any other terms herein, Koverse will have no liability in connection with such Third Party Software.
- 2.3. Licensed Tools. Subject to Customer's compliance with all of the terms and conditions of this Agreement, in addition to the rights granted in Section 2.1 (License to the Licensed Software) above, Koverse grants to Customer and Customer accepts a limited, revocable, non-exclusive, non-transferable, license, without right of sublicense, during the Term, to use the Licensed Tools for the sole purpose of developing Integrations between the Licensed Software and Customer's software applications and third party applications, for Customer's own internal business use.
- 2.4. Reservation of Rights. The Licensed Software is licensed, not sold, by Koverse to Customer, and nothing in this Agreement will be interpreted or construed as a sale or

purchase of the Licensed Software. Customer will not have any rights in or to the Licensed Software except as expressly granted in this Agreement. Koverse reserves to itself all rights, including all Intellectual Property Rights, to the Licensed Software not expressly granted to Customer in accordance with this Agreement. Customer acknowledges that the Licensed Software and all copies of the Licensed Software; any derivative works, compilations, and collective works of the Licensed Software provided by or on behalf of Koverse; and any know-how and trade secrets related to the Licensed Software are the sole and exclusive property of Koverse and contain Koverse's confidential and proprietary materials.

- 2.5. Restrictions and Conditions. Customer will not, directly, indirectly or through its Authorized Users, employees and/or the services of independent contractors: (a) reproduce (except for the permitted back up copy), modify, translate, enhance, or create derivative works (except as permitted for the Licensed Tools) of the Licensed Software; (b) decompile, disassemble, reverse engineer the Licensed Software; (c) attempt to sell, transfer, assign, rent, lend, lease, sublicense or otherwise provide third parties rights to the Licensed Software; (d) "frame," "mirror," copy or otherwise enable third parties to use the Licensed Software (or any component thereof) as a service bureau or other outsourced service; (e) use the Licensed Software for the purpose of developing a product or service that competes with Koverse products and services; (f) circumvent or disable any security features or functionality associated with Licensed Software; or (g) use the Licensed Software in any manner prohibited by law.
- 2.6. Government Restricted Rights. If the Licensed Software is licensed for use by the United States or for use in the performance of a United States government prime contract or subcontract, Customer agrees that the Licensed Software is delivered as: (i) "commercial computer software" as defined in DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items (Oct 1988), DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995), and DFARS 252.211-7015 Technical Data Commercial Items (May 1991); (ii) as a "commercial item" as defined in FAR 2.101; or (iii) as "restricted computer software" as defined in FAR 52.227-19, Commercial Computer Software—Restricted Rights (Jun 1987); whichever is applicable. The use, duplication, and disclosure of the Licensed Software by the Department of Defense will be subject to the terms and conditions set forth in the accompanying license agreement as provided in DFARS 227.7202 (Oct 1998). All other use, duplication and disclosure of the Licensed Software and Documentation by the United States will be subject to the terms and conditions set forth in the accompanying license agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software—Restricted Rights (Jun 1987), or FAR 52.227-14, Rights in Data -- General Alternative III (Jun 1987). Contractor/licensor is Koverse, Inc., 999 Third Avenue, Suite 700, Seattle, Washington 98104.
- 2.7. Audit. During the Term, so long as no more than one (1) request is made each year, Customer will, after at least five (5) days' prior notice from Koverse, provide Koverse reasonable access to Customer's premises, records, and personnel so that Koverse may audit and confirm that Customer complies with this Agreement. If an audit reveals any reproduction, use, or distribution of the Licensed Software that is not compliant with this Agreement, Customer will promptly comply with this Agreement and make an additional payment as contemplated in this Agreement, in addition to any other remedy available to Koverse. If the amount of the underpayment is five percent (5%) or greater,

Customer will promptly reimburse Koverse for its reasonable costs of conducting such audit.

- 2.8. Orders. Orders will be accepted by Koverse when signed by Koverse, if manually signed, or upon delivery of the Licensed Software by Koverse for Orders online or Orders made with Resellers.

3. **Maintenance and Support**.

- 3.1. Maintenance. Koverse may without obligation, in its sole discretion, provide generally available modifications, upgrades, updates or new versions of the Licensed Software to Customer under this Agreement.
- 3.2. Support Services. Koverse will provide its standard Support Services to Customer as set forth on Exhibit A attached hereto and incorporated herein. Such Support Services may be modified by Koverse from time to time.

4. **Customer's Obligations**.

- 4.1. Compliance with Laws. The Licensed Software is of U.S. origin. Customer will adhere to all applicable local, state, federal, and international laws (including as provided in Section 15 - International Use; Export and Import Compliance) applicable to its use of the Licensed Software, including without limitation, all privacy laws and industry specific laws. Unless otherwise specifically referenced, Licensor will have no obligation to ensure that Customer's use of the Licensed Software is in compliance with any industry specific obligations.
- 4.2. Rights to Customer Data. Customer will ensure, and Customer represents that it has sufficient rights in any data or information that it uploads into the Licensed Software to upload, use and exercise any other rights that Customer exercises in such data in connection with its use of the Licensed Software.

5. **Fees, Taxes, and Payment Terms**.

- 5.1. Fees. Customer will be responsible for the payment of all fees specified in any Order entered into with Koverse or a Koverse authorized reseller ("Reseller"). Customer will pay Reseller directly under any Order entered into with such Reseller. All references to dollars in this Agreement refers to United States Dollars unless otherwise explicitly set forth in an Order.
- 5.2. Fee Increases. Unless otherwise explicitly stated in an Order, after the Initial Term, Koverse may increase the fees once during any annual renewal period after the Initial Term upon sixty (60) days' prior notice.
- 5.3. Taxes. All amounts invoiced pursuant to this Agreement do not include any applicable taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including but not limited to, value-added taxes, excise, use, goods, sales, services taxes, consumption taxes or similar taxes (collectively "Taxes"). Fees invoiced pursuant to this Agreement are payable in full and without reduction for Taxes. Customer is responsible for paying all Taxes under this Agreement. In the event Koverse is required to pay Taxes on

Customer's behalf, Customer shall promptly reimburse Koverse for all amounts paid.

- 5.4. Payment Terms. Unless otherwise specified in an Order, all invoiced amounts will be paid to Koverse within thirty (30) days of receipt of invoice. Customer must notify Koverse of any disputed amounts within thirty (30) days of invoice. Fees not paid when due will be subject to a late fee equal to one and one half percent (1.5%) of the unpaid balance per month or the highest monthly rate permitted by applicable law. In the event Koverse is required to seek legal remedies to enforce collection of any amounts due under this Agreement, Customer agrees to reimburse for all costs associated with collection of that past due amount, including reimbursement of collection and attorney's fees. Unless specifically set forth herein, Koverse will not have any obligation to provide any refunds of any fees to Customer.

6. Confidential Information.

- 6.1. Confidentiality. "Confidential Information" means all of the information, data and software furnished by one party to the other in connection with this Agreement that is marked as Confidential or that a party would reasonably deem to be confidential under the circumstances. "Confidential Information" does not include information which: (i) may be publicly disclosed by the party disclosing the information either prior to or subsequent to the receipt of such information by the receiving party; (ii) is or becomes generally known in the trade through no fault of the receiving party; (iii) may be lawfully disclosed to the receiving party by a third person to this Agreement who has lawfully acquired the Confidential Information; or (iv) was independently developed by the receiving party; provided, however, that the receiving party hereby stipulates and agrees that, if it seeks to disclose, display, divulge, reveal, report, publish or transfer, for any purpose whatsoever, any Confidential Information, such receiving party will bear the burden of proving that any such information was independently developed or is or became publicly available without any such breach.
- 6.2. Limitations. Each party agrees that it will not at any time directly by itself or indirectly through any agent or employee, except as expressly permitted under this Agreement (i) reproduce, distribute, transmit, publicly display, modify, create derivative works based upon, or disclose, deliver, display, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Confidential Information of the other party or (ii) use Confidential Information of the other party for any purpose other than in connection with the performance of its obligations or the exercise of its rights pursuant to this Agreement. Each party further agrees to handle the Confidential Information of the other party in the same manner that the party handles its own confidential information of a similar nature and, in any event, to take all steps reasonably necessary to preserve the confidentiality of Confidential Information, including without limitation adopting appropriate confidentiality policies, inserting appropriate confidentiality terms in agreements with all employees and subcontractors, and maintaining Confidential Information in a manner designed to assure that it will not be used or disclosed improperly.
- 6.3. Notification. A party will promptly notify the other party if it becomes aware of any unauthorized use or disclosure of any Confidential Information of the other party and, at the other party's request, will take such action as may be reasonably necessary and legally permissible to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the party or any of its employees, subcontractors or

agents. If a receiving party is compelled by a court or other body of competent jurisdiction to disclose the Confidential Information, to the extent legally permissible the receiving party will inform the disclosing party by written notice and will provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the Confidential Information required to be disclosed. The receiving party may then disclose only so much of the Confidential Information as is legally required to be disclosed.

6.4. Return of Confidential Information. If this Agreement is terminated by either party or expires pursuant to its terms, then all Confidential Information of each party (as defined below) will be returned to the disclosing party.

7. Term and Termination.

7.1. Term. Unless earlier terminated pursuant to the terms hereof, the Agreement will commence on the Effective Date and continue in effect for so long as there is an Order in effect that references this Agreement ("Term"). Unless otherwise specified in the Order, the initial term of an Order will begin on the Effective Date and will continue thereafter for a period of two (2) years (the "Initial Term"), and will thereafter renew for additional one (1) year periods) unless a party provides notice to the other party of its intent not to renew the Order at least sixty (60) days prior to the end of the then current Term.

7.2. Termination. Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach has not been cured within thirty (30) days of providing notice thereof; (ii) breaches its obligations related to Confidential Information (in which case termination will be immediate on written notice), (iii) becomes insolvent or unable to pay its debts as and when they fall due, proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets (in which case termination will be immediate on written notice), (iv) is the subject of any petition, resolution, or order for winding up, bankruptcy or dissolution (in which case termination will be immediate on written notice); or (v) ceases to carry on business (in which case termination will be immediate on written notice). Upon termination, all Orders will automatically terminate.

7.3. Effect of Termination. Upon expiration or termination for any reason, Customer will discontinue all use of the Licensed Software, and return any and all Licensed Software provided to Customer by Koverse. In the alternative, Customer may destroy all such Licensed Software and provide to Koverse a certificate of destruction signed by an officer of Customer. Any provision will survive any termination or expiration of this Agreement if by its nature and context it is intended to survive, including Sections 1 (Definitions), 2.5 (Reservation of Rights), 5 (Fees, Taxes, and Payment Terms) - to the extent of any unpaid amounts, 6 (Confidential Information), 7.4 (Effect of Termination), 8 (Warranties), 9.1 (Customer Indemnification), 10 (Disclaimers and Limitations of Liability), 16 (Notices and Requests), and 17 (General).

8. Warranties. Each party represents and warrants to the other that it is duly authorized to execute this Agreement and perform the obligations set forth herein.

9. Indemnification and Remedy for Infringement.

- 9.1. Customer Indemnification. Customer will defend, indemnify and hold harmless Koverse and its permitted assignees, from and against any and all losses, liabilities, claims, damages, actions, suits, proceedings, settlements, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any claim, suite or proceeding ("Claim") arising out of or related to (i) Customer's breach of this Agreement; (ii) the use of any results or output of the Licensed Software; (iii) any Customer data, information, or materials input into the Licensed Software by or on behalf of Customer; and (iv) any Integration, technology, modifications or other materials created by Customer using the Licensed Tools.
- 9.2. Infringement Remedy. If Koverse reasonably believes that the Licensed Software is or could be subject to a third-party claim that the Licensed Software infringes or misappropriates any Intellectual Property Rights of any third party, then Koverse may at its own expense: (a) modify the applicable portions of the Licensed Software to be non-infringing without material alteration to its material functions; or (b) obtain for Customer a license to continue using the infringing portions of the Licensed Software without material change in its critical functionality. If neither of the foregoing is reasonably feasible in Koverse's sole discretion, Koverse may terminate the Customer's license under this Agreement to any applicable Licensed Software upon written notice to Customer, in which event Customer will immediately cease using such Licensed Software and Koverse will refund to Customer a prorated amount of prepaid fees for the remaining, unused portion of the then-current Term. Koverse's obligations in this Section 9.2 (Infringement Remedy) set forth Customer's sole remedy for infringement Claims.
- 9.3. Limitations. Koverse will not be responsible in any manner for the infringement remedy under Section 9.2 (Infringement Remedy) for claims arising out of: (a) causes external to the Licensed Software including equipment, third party software, third party content, and third party telecommunications or data lines; (b) Customer's use of the Licensed Software in a manner or on equipment that does not conform to Koverse's specifications; (c) any defect, infringement or non-conformity not reported by Customer in accordance with this Agreement; (d) any use of the Licensed Software in combination with or as part of any products or equipment of Customer or any third party; (e) any modifications to the Licensed Software made by any party other than Koverse or Customer acting at Koverse's express direction; or (f) Customer's breach of this Agreement. Without limiting the generality of the exclusions set forth in this Section 9.3 (Limitations), and except as otherwise provided in this Agreement, Customer will be exclusively responsible for, and Koverse makes no warranty or representation with respect to: (i) determining whether the Licensed Software will achieve the results desired by Customer; (ii) selecting, procuring, installing, operating, and maintaining equipment or third party software required to satisfy Customer's requirements; (iii) training Customer's personnel in computer operations, other than such Koverse-provided training as may be expressly set forth in an Order or other written agreement between the parties; or (iv) whether the Licensed Software will at all times be uninterrupted or error-free or secure.

10. Disclaimers and Limitations of Liability.

- 10.1. Disclaimers. THE SOFTWARE AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, KOVERSE AND ITS SUPPLIERS

DISCLAIM ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT KOVERSE DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS.

10.2. Limitation of Liability. CUSTOMER'S EXCLUSIVE REMEDY AND KOVERSE'S, ITS SUPPLIERS' AND KOVERSE'S TOTAL AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER CLAIM WILL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER, UP TO THE TOTAL AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. CUSTOMER HEREBY RELEASES KOVERSE, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PROVISIONS OF THIS SECTION DO NOT WAIVE OR LIMIT KOVERSE'S ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR BREACH OF THIS AGREEMENT.

10.3. Exclusion of Certain Damages. IN NO EVENT WILL KOVERSE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR LOST PROFITS OR LOST REVENUE ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE. THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF STRICT OR PRODUCT LIABILITY.

10.4. Interpretation. The limitation of damages set forth in sections 10.2 (Limitation of Liability) and Section 10.3 (Exclusion of Certain Damages) will survive any failure of essential purpose of limited remedies explicitly set forth herein.

11. Force Majeure. Koverse will not be liable to Customer or deemed in breach of this Agreement for its failure or delay in performing any of its obligations under this Agreement during any period in which such performance is rendered impracticable or impossible due to circumstances beyond Koverse's reasonable control, including, but not limited to, acts of God, fire, explosion, flood, drought, riot, disease outbreaks, sabotage, terrorism, war, invasion, embargo, strikes or other labor trouble, failure in whole or in part of suppliers to deliver materials, equipment or machinery, interruption of or delay in transportation or telecommunications or compliance with any order or regulation of any government entity acting with color of right.

12. Assignment. Customer will not assign this Agreement (including any Order) or any of its rights, interests or obligations hereunder whether voluntarily, by operation of law, or otherwise without the prior written consent of Koverse in its sole discretion, and any attempt to do so without such consent will be void. Koverse may assign this Agreement in the event of a merger, acquisition, a sale of all or substantially all of its assets related to the subject matter of this Agreement, or a reorganization or similar corporate event. Subject to the

foregoing, this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13. **Publicity.** Neither party will make any public announcement or disclosure about this Agreement or the relationship of the parties, or use the trademarks, tradenames or logos of the other party without the prior written approval of the other party.
14. **Injunctive Relief.** Customer acknowledges that the breach or threatened breach of this Agreement could give rise to irreparable injury to Koverse which would be inadequately compensated in money damages. Accordingly, Koverse may seek a restraining order and/or an injunction prohibiting such breach in addition to any other legal remedies which may be available. Customer agrees that Koverse will not be required to post a bond in seeking injunctive relief under this Agreement.
15. **International Use; Export and Import Compliance.** Customer agrees to comply with all local rules applicable to the Licensed Software. Use of the Licensed Software may be subject to the export and import laws of the United States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. In particular, Customer: (a) represents that it is not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will it transfer software, technology, and other technical data via the Licensed Software to parties identified on such lists; (b) agrees not to use the Licensed Software for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (c) agrees not to transfer, upload, or post via the Licensed Software any software, technology or other technical data in violation of U.S. or other applicable export or import laws.
16. **Notices and Requests.** All notices, authorizations, and requests in connection with this Agreement will be deemed given as of the day they are received by electronic mail if an email address has been provided, electronic receipt requested, or received by messenger, delivery service, or in the U.S. mail, postage prepaid, certified or registered, return receipt requested. Notices to the parties will be sent to the addresses and to the attention of the contacts set forth for purpose of notices in the applicable Order. Updates to any applicable information for a party may be provided pursuant to this Section 16 (Notices and Requests).
17. **General.** This Agreement will be construed and controlled by the laws of the State of Washington, and each party irrevocably consents to exclusive jurisdiction and venue in the federal and state courts sitting in King County, Washington. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act is expressly disclaimed. Each party waives all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Licensed Software. The failure of Koverse to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision. If any part of this Agreement is found to be illegal, unenforceable, or invalid, this Agreement and Customer's right to use the Licensed Software will immediately terminate, except for those provisions noted above which will continue in full force and effect. This Agreement may be modified only by a writing signed between the parties. Any

terms and conditions provided by Customer on a purchase order or other document not expressly incorporated into the Order or this Agreement will not be applicable. This Agreement, together with its exhibits, attachments and Order(s), if applicable, comprises the entire agreement between Customer and Koverse and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

The following Exhibit(s) are attached hereto and incorporated herein:

Exhibit A: Support Services

EXHIBIT A
SUPPORT SERVICES

Koverse will use its commercially reasonable efforts to diagnose, verify and correct, replace, or work around any failure, defect, error, malfunction, or bug which prevents the Licensed Software from performing in accordance with its Documentation (“Error”) in conformance with the Service Levels described in this Exhibit. Koverse will provide support for the Licensed Software consistent with its standard practices, including but not limited to explanations of Licensed Software methodology, input/output interpretations, documentation problems, Error reporting, use of the Licensed Product, troubleshooting, and installation instructions.

Support Access

Severity Level	Service Hours	Monday- Friday 9 am Eastern Time to 5 pm Pacific Time
	Support Access	
	Email	support@koverse.com
	Phone	1-855-403-1399 ext. 2
Severity Level 1	Blocking	
	Initial Response	3 hours
	Target Resolution	48 hours
Severity Level 2	Urgent	
	Initial Response	6 hours
	Target Resolution	15 days
Severity Level 3	Important	
	Initial Response	8 hours
	Target Resolution	30 days
Severity Level 4	Nuisance	
	Initial Response	8 hours
	Target Resolution	90 days
Severity Level 5	Minor	

	Initial Response	8 hours
	Target Resolution	120+ days
	Bug Fixes and Patches	Yes

“Initial Response” is defined as Koverse acknowledging receipt of notice of an issue, creation of an incident ticket, and assignment of level by Koverse. “Resolution” is defined as triage having been completed and a fix or workaround identified and communicated back to the Customer. Levels are defined as follows:

<p>Severity Level 1</p>	<p>Blocking</p>	<p>Core functionality is broken. No workarounds exist. Includes:</p> <ul style="list-style-type: none"> • Issues causing data corruption or data loss. • Issues preventing use of core business workflows, such as system login, account provisioning, or transaction processing. • Permission errors that erroneously expose data or prevent valid data access.
<p>Severity Level 2</p>	<p>Urgent</p>	<p>Seriously impairs business process. Workaround does not exist, or is significantly inconvenient. Includes:</p> <ul style="list-style-type: none"> • Issues that break basic feature functionality but do not block core business functions. • Incorrect data displayed in user interface or reports, but correct in the data store. • Unreasonably slow data ingest or searches.
<p>Severity Level 3</p>	<p>Important</p>	<p>Reduces, but does not impair or prevent business process. Workarounds exist. Includes:</p> <ul style="list-style-type: none"> • Performance degradation • Issues that a break feature functionality but for which a workaround exists
<p>Severity Level 4</p>	<p>Nuisance</p>	<p>Business process inconvenient, but can be accomplished with or without workaround. Includes:</p> <ul style="list-style-type: none"> • Business process requiring additional steps
<p>Severity Level 5</p>	<p>Minor</p>	<p>Business process inconvenient but can be accomplished with or without workaround. Includes:</p> <ul style="list-style-type: none"> • User interface clarity • Documentation clarity

Additional Terms and Conditions:

1. The obligations set forth in this Exhibit A will apply to the version of the Licensed Software that is current on the effective date of the applicable Order and two (2) “. ” (dot) minor previous releases.
2. Customer will communicate problems to Koverse through the phone and email set forth in the first table above.
3. Customer will cooperate with Koverse with respect to troubleshooting and/or resolution of the problem. Customer will furnish Koverse with such relevant information as Koverse may reasonably require in order to provide the Support Services hereunder. Koverse will not be responsible for any delays caused by inadequate information, or inadequate access to facilities or technology.
4. The obligations for the Support Services described in this Exhibit will apply only to the extent of any problems arising solely from the Licensed Software. Koverse will have no obligations for Errors or problems arising from other software programs, third party software, servers, hardware, Internet connectivity or any other technology, products or services. In no event will Koverse have any responsibility or liability for any such technology, products and services. Additional charges may be due in connection with any services related to working with Errors that arise in whole or in part in connection with such technology, products and services. In addition, in no event will Koverse have any obligation for Support Services in connection with modifications (i.e. custom programming) to the Licensed Software even if the modifications are made by Koverse Professional Services pursuant to a Statement of Work between the parties, unless such SOW specifies otherwise.

This Agreement was last revised on September 24, 2019.