THESE STANDARD TERMS AND CONDITIONS (THESE "STANDARD TERMS") ARE FOR AADYA SECURITY, INC. AND ITS AFFILIATED ENTITIES ("AADYA") AND APPLY TO THE PROVISION OF ACCESS TO THE AADYA TECHNOLOGY (AS DEFINED BELOW) AND RELATED SERVICES. THESE STANDARD TERMS GOVERN AND ARE INCORPORATED BY REFERENCE INTO THE COVER SHEET OR OTHER DOCUMENTATION (INCLUDING ANY ONLINE FORMS) (COLLECTIVELY, THE "ORDER FORM") SIGNED OR OTHERWISE AGREED TO BY CUSTOMER. CAPITALIZED TERMS USED, BUT NOT DEFINED, HEREIN WILL HAVE THE MEANINGS SET FORTH IN THE ORDER FORM. IF THIS AGREEMENT IS ENTERED INTO WITH A PERSON OR ENTITY IN CANADA, IT SHALL BE DEEMED TO BE ENTERED INTO WITH AADYA SECURITY (CANADA) INC.

1. GRANT OF RIGHTS; RESTRICTIONS

1.1 <u>AaDya Platform</u>. Subject to the terms and conditions of this Agreement:

(a) <u>Access Grant</u>. AaDya will make available via the internet to Customer and AaDya Platform Users (as defined below) AaDya's software-as-a-service platform, whereby AaDya analyzes certain data provided by Customer and its end users and provides such Customer with cybersecurity-related reports and notifications based on AaDya's analysis of such data, endpoint monitoring, anti-phishing and single sign-on functionality (the "<u>Platform</u>"). AaDya hereby grants Customer a nonexclusive, nontransferable, non-sublicensable right to access and use the Platform through any web-based application or interface made available to Customer by AaDya solely for Customer's internal business purposes.

(b) <u>AaDya Platform Users</u>. The Platform will be accessed or used only by the employees of Customer or individuals acting as contractors of Customer ("Contractors"), to the extent such employees or individuals are authorized to access the Platform using a user identifier and password provided to Customer by AaDya or set up by Customer ("<u>AaDya Platform Users</u>"). Customer will not make available the Platform to any person or entity other than AaDya Platform Users. Customer will be responsible for the AaDya Platform Users' compliance with this Agreement (including, without limitation, all license obligations, restrictions and limitations set forth in this Agreement) and for maintaining the confidentiality of all secure login information, passwords and other information related to its and its AaDya Platform users' respective accounts at all times.

(c) <u>Monitored Users Limits</u>. Customer's access and use of the Platform is subject to the monitored users limits set forth on the Order Form. AaDya reserves the right to prevent or limit usage of the Platform in excess of such limits.

1.2 <u>AaDya Software</u>.

(a) <u>License Grant</u>. Subject to the terms and conditions of this Agreement, AaDya hereby grants Customer a nonexclusive, nontransferable, non-sublicensable right and license to (a) download and install the AaDya mobile application and related software applications used to facilitate access and use of the Platform and to perform system monitoring, in object code format only (the "<u>Software</u>", and together with the Platform, the "<u>AaDya Technology</u>") on Customer's (including its employees' and Contractors') systems and (ii) to use the AaDya Software to access and use the Platform as permitted by this Agreement.

(b) <u>Open Source Software</u>. The Software may contain or be provided together with open source software ("<u>Open Source Software</u>"). The Open Source Software is not subject to the terms and conditions of Section 1.2(a). Instead, each item of Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for the Open Source Software. If required by any license for

particular Open Source Software, AaDya makes such Open Source Software, and AaDya's modifications to that Open Source Software (if any), available by written request to support@aadya.com. For a current list of Open Source Software utilized in the Software and additional information related thereto, please see https://www.aadyasecurity.com/open-source. Copyrights to the Open Source Software are held by the respective copyright holders indicated therein.

1.3 <u>Restrictions</u>. Customer will not, and will not, directly or indirectly, permit any third party (including without limitation AaDya Platform Users and Customer's employees and Contractors) to: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the AaDya Technology available to any third party; (b) copy, modify, duplicate, reproduce, translate, or otherwise create derivative works based on the AaDya Technology; (c) interfere with or disrupt the integrity or performance of the AaDya Technology; (d) reverse engineer, decompile, disassemble, re-program, or analyze the AaDya Technology (in whole or in part) or otherwise attempt to reconstruct, identify or discover the source code, object code or underlying structure, ideas or algorithms of the AaDya Technology (except to the extent such restriction is prohibited by law); (e) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to any of the AaDya Technology or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; (f) remove or obscure any proprietary notices or labels of AaDya on the AaDya Technology or AaDya Content (as defined below); (g) use the AaDya Technology or any information contained therein or otherwise provided by AaDya or its licensors for the purposes of developing, or having developed, any products or services competitive with the AaDya Technology; or (h) otherwise access or use the AaDya Technology in a manner inconsistent with this Agreement or applicable law.

2. OWNERSHIP; RESERVATION OF RIGHTS; CUSTOMER DATA

2.1 <u>Reservation of Rights</u>. Subject only to the rights expressly granted to Customer under this Agreement, as between AaDya and Customer all rights, title and interest in and to the AaDya Technology and all reports, information, content and materials shared with Customer in connection therewith ("<u>AaDya Content</u>") will remain with and belong exclusively to AaDya. Customer is permitted to make a reasonable number of copies of the AaDya Content in the form provided by AaDya, and Customer will use the AaDya Content (including any such copies) solely for Customer's internal business purposes in accordance with these Standard Terms.

2.2 <u>Feedback</u>. Customer may elect from time to time to provide suggestions or comments regarding enhancements or functionality or other feedback ("<u>Feedback</u>") to AaDya with respect to the AaDya Technology. AaDya will have full discretion to determine whether to proceed with the development of the

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requested enhancements, new features or functionality. Customer hereby grants AaDya a royalty-free, fully paid up, worldwide, transferable, sublicensable (directly and indirectly through multiple tiers), perpetual, irrevocable license to (a) copy, distribute, transmit, display, perform, and modify and create derivative works of the Feedback, in whole or in part; and (b) use the Feedback and/or any subject matter thereof, in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which incorporate, practice or embody, or are configured for use in practicing, the Feedback, in whole or in part.

2.3   Customer Data.

(a)   Customer will be solely responsible for the data collected from Customer and/or otherwise provided by Customer to AaDya, including through the Platform, to enable the provision of the Platform to, and operation of the AaDya Technology by, Customer (collectively, "Customer Data"). As between the Parties, Customer will retain all right, title and interest in and to the Customer Data. Customer hereby grants AaDya permission to provision and operate a service account that has access to the Customer Data and Platform environment, and deploy web session monitoring and analytics software to monitor Customer's activity on the Platform.

(b)   Customer hereby grants to AaDya a non-exclusive, worldwide, royalty-free, fully paid-up, non-sublicensable (except to AaDya's Contractors and service providers), right and license to copy, distribute, display, modify, create derivative works of and otherwise use the Customer Data to perform AaDya's obligations under this Agreement.

(c)   Customer also hereby grants to AaDya a non-exclusive, worldwide, royalty-free, fully paid-up, non-sublicensable (except to AaDya's Contractors and service providers) and irrevocable license to copy, modify, process and create derivative works of Customer Data, in whole or in part, for the purpose of deriving anonymous statistical and usage data, and data related to the functionality of AaDya's products and services, provided such data cannot be used to identify Customer or its users ("Anonymous Data") and combining or incorporating such Anonymous Data with or into other data and information available, derived or obtained from other customers, licensees, users, or other sources (when so combined or incorporated, referred to as "Aggregate Data"), in either or both cases, for improving AaDya's existing products and services (including training its artificial intelligence algorithms), developing new AaDya products and services and for marketing purposes (*e.g.*, indicating the number of customers using AaDya products and services). For the avoidance of doubt, neither Anonymous Data nor Aggregate Data constitute Customer Data.

3.   RESPONSIBILITIES

3.1   Customer Responsibilities. Customer will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the AaDya Technology and notify AaDya promptly of any such unauthorized access or use, and (b) use the AaDya Technology only in accordance with the documentation, applicable laws and regulations and the terms of this Agreement.

3.2   AaDya Responsibilities. AaDya will use commercially reasonable efforts to provide the Platform in a manner that minimizes errors and interruptions in accessing the Platform, as set forth in the Service Level Agreement attached hereto as Exhibit A. AaDya will provide second tier technical support to AaDya Platform Users for issues and questions arising from the operation of the AaDya Technology, as set forth in Exhibit A. AaDya will implement and maintain reasonable administrative, physical and technical safeguards which attempt to prevent any collection, use or disclosure of, or access to Customer Data that this Agreement does not expressly authorize.

4.   FEES; TRIAL PERIOD

4.1   Fees; Payment Terms. Subject to Section 4.4 below, Customer will pay to AaDya the total fees as set forth on the Order Form, in accordance with the payment schedule set forth on the Order Form. All fees paid are non-refundable. If payment of any fees (including any reimbursement of expenses) is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Customer will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by AaDya within thirty (30) days from the time such payment is due, AaDya may suspend access to the AaDya Technology until such payment is made. At its discretion, AaDya may increase the pricing stated on the Order Form for any Renewal Term (as defined below) upon giving Customer at least ninety (90) days' notice (which may be sent by email) prior to the end of the then-current term.

4.2   Net of Taxes. All amounts payable by Customer to AaDya hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of AaDya. Customer will not withhold any Taxes from any amounts due to AaDya.

4.3   Third Party Payment Processor. AADYA DOES NOT PROCESS ANY PAYMENTS DUE HEREUNDER. To facilitate payments due hereunder via bank account, credit card or debit card, AaDya currently uses Stripe, Inc. ("Processor"), a third-party payment processor. The payment processing services currently provided by Processor are subject to the Processor Connected Account Agreement, which includes the Processor Services Agreement (collectively, the "Processor Services Agreement"). By agreeing to this Agreement, Customer agrees to be bound by the Processor Services Agreement, as the same may be modified by Processor from time to time. As a condition of AaDya enabling payment processing services through Processor, Customer represents and warrants to AaDya that any information about its payment instruments and/or bank accounts is true and that it is authorized to use the payment instrument and/or bank account, as applicable. Customer also hereby authorizes AaDya to share such information and other transaction information related to its use of the payment processing services provided by Processor. Customer hereby authorizes Processor to store and continue billing its specified payment method even after such payment method has expired, to avoid interruptions in payment for Customer's access and use of the AaDya Technology. Please contact Processor for more information. AaDya may replace Processor at any time and will notify Customer of any such change. Upon making any such change, this paragraph shall be deemed modified to replace Processor with any such new processor designated by AaDya. AaDya assumes no liability or responsibility for any payments made through Processor or otherwise through the Platform.

4.4   Trial Period. If the applicable Order Form provides for a free trial period (the "Trial Period"), then no fees shall be due for the term of the Trial Period. Thereafter, the fees set forth on the Order Form, if any, shall become due and payable in accordance with Section 4.1.

5.   TERM, TERMINATION

5.1   Term. Unless otherwise specified on the Order Form, this Agreement will commence on the date the Order Form is signed by Customer (the "Start Date") and will terminate on the earlier of (a) 5:00 pm Eastern Time on the last day of the Trial Period, if any, unless Customer has indicated in writing to the Company that it wishes to proceed with licensing the Platform and pays any fees due under Section 4.1, and (b) the one year anniversary of the end of the Trial Period, unless this Agreement is

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earlier terminated as set forth herein. Thereafter, this Agreement will automatically renew for additional one (1) year periods (each, a "Renewal Term", and together with the Initial Term, the "Term"), unless either Party provides the other with written notice of non-renewal at least sixty (60) days prior to the end of the then current term. AaDya may, from time to time, amend these Standard Terms, and will post such amended Standard Terms on AaDya's website at https://www.aadyasecurity.com/terms-and-conditions, noting the date of the last such amendment. Upon the commencement of any Renewal Term, this Agreement will renew on the then-current version of these Standard Terms.

5.2   Termination. Either Party may terminate this Agreement (a) in the event of a breach of this Agreement by the other Party that is not cured within thirty (30) days (or ten (10) days in the event of non-payment) after the breaching Party receives notice of such breach or (b) upon the commencement of any bankruptcy proceeding (or other insolvency proceeding) of the other Party or the dissolution of the other Party. In addition, AaDya may terminate this Agreement immediately in the case of a breach by Customer of Section 1.3. Neither Party will incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination by such Party (or expiration) that complies with the terms of the Agreement whether or not such Party is aware of any such damage, loss or expenses.

5.3   Effect of Expiration or Termination. Except as expressly stated herein, upon expiration or termination of the Agreement, (a) all rights granted hereunder and all obligations of AaDya to provide the AaDya Technology will immediately terminate; (b) Customer will immediately cease use of the AaDya Technology and uninstall all copies of the Software from its (including its AaDya Platform Users', employees' and Contractors') systems; and (c) each Party will return or destroy all copies or other embodiments of the other Party's Confidential Information, subject to AaDya's rights in Section 2.3(c).

5.4   Survival. Sections 1.3 (Restrictions), 2.1 (Reservation of Rights), 2.2 (Feedback), 2.3(c), 4 (Fees), 5.3 (Effect of Expiration or Termination), 5.4 (Survival), 6 (Confidential Information), 7.4 (Exclusions), 8 (Indemnification), 9 (Limitation of Liability), and 10 (General) will survive the termination or expiration of this Agreement.

6.   CONFIDENTIAL INFORMATION

6.1   Definition. The Parties anticipate that they will exchange confidential information during the Term. "Confidential Information" means any and all confidential, proprietary, tangible and intangible information, either written, oral, or in any other medium, disclosed or made available by a Party ("Disclosing Party") to the other Party (the "Receiving Party"), including, without limitation, research and development, patents or trade secrets, financial information, know-how, designs, samples, processes, methodologies, manuals, vendor names, supplier lists, customer lists and other information related to clients, employee lists, databases, sales and marketing information, and computer programs, and any other confidential information or proprietary aspects of the business of the Disclosing Party. The AaDya Technology, AaDya Content and the terms and conditions of this Agreement are AaDya's Confidential Information. The Customer Data is Customer's Confidential Information. Information will not be considered to be Confidential Information to the extent that the Receiving Party can prove by reliable written record that such information: (a) is already known to the Receiving Party free of any restriction at the time it is obtained by the Receiving Party from the Disclosing Party; (b) is subsequently learned from an independent third party free of any restriction or obligation of confidentiality and without breach of this Agreement; (c) becomes publicly available through no wrongful act of the Receiving Party; (d) is independently

developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party. In addition, the Receiving Party may disclose the Confidential Information of the Disclosing Party if required to be disclosed by law, regulation, court order or subpoena, provided that the Receiving Party will exercise reasonable efforts to notify the Disclosing Party in writing prior to disclosure and minimize such disclosure to the extent legally permissible.

6.2   Obligations. The Receiving Party will maintain the confidentiality of the Disclosing Party's Confidential Information. The Receiving Party will protect all Confidential Information received from the Disclosing Party with the same degree of care used by the Receiving Party to protect its own confidential information of like importance from unauthorized use or disclosure, but in no event less than a reasonable degree of care. The Receiving Party will only use the Disclosing Party's Confidential Information to exercise its rights and perform its obligations under this Agreement. The Receiving Party acknowledges that (a) the provisions contained in this section are reasonable and necessary to protect the legitimate business interests of the Disclosing Party; and (b) its breach of this Section 6.2 will cause irreparable damage to the Disclosing Party and agrees that the Disclosing Party will be entitled to seek injunctive relief from a court of competent jurisdiction as a result of any breach as well as such further or other equitable relief as may be granted by such court, without the posting of any bond or other security and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Any right, power or remedy provided under this Agreement to the Disclosing Party will be cumulative and in addition to any other right, power or remedy provided under this Agreement or existing in law or in equity (including, without limitation, the remedies of injunctive relief and specific performance).

7.   WARRANTIES AND EXCLUSIONS

7.1   Mutual. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

7.2   By AaDya. AaDya warrants to Customer that (a) the AaDya Technology will substantially conform with the specifications for the AaDya Technology provided by AaDya to Customer, and (b) AaDya will not knowingly include in any Software provided to Customer any computer code designed to intentionally disrupt, disable or damage the operation of a network or computer system or any component thereof. In the event of a breach of the foregoing warranties, AaDya's sole obligation, and Customer's sole remedy, will be for AaDya to use commercially reasonable efforts to correct the AaDya Technology.

7.3   By Customer. Customer represents, warrants, and covenants that (a) Customer has and will have the legal authority and all rights necessary (i) to provide the Customer Data to AaDya and (ii) for AaDya to fulfill its obligations and exercise its rights with respect to the Customer Data as set forth this Agreement and (b) Customer will comply with applicable law. Customer is fully responsible for all liabilities and expenses of any type whatsoever that may arise on account of its activities, or those of its AaDya Platform Users and its and employees and Contractors, and Customer will be responsible for and will indemnify AaDya against all claims, damages, settlements, expenses and attorney's fees incurred by AaDya with respect to any of the foregoing.

7.4   Exclusions. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE AADYA TECHNOLOGY AND AADYA CONTENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF

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ANY KIND AND AADYA DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT AADYA DOES NOT WARRANT THAT THE AADYA TECHNOLOGY WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES OR THAT THE AADYA TECHNOLOGY OR AADYA CONTENT WILL MEET CUSTOMER'S REQUIREMENTS. AADYA DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE AADYA TECHNOLOGY OR AADYA CONTENT. CUSTOMER ACKNOWLEDGES THAT THE AADYA CONTENT REFLECTS AADYA'S SUBJECTIVE ANALYSIS, CONCLUSIONS AND ASSESSMENTS, AND CUSTOMER AGREES THAT AADYA WILL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE AADYA CONTENT, INCLUDING ANY STATEMENTS, INFORMATION OR OTHER CONTENT CONTAINED IN THE AADYA CONTENT. FURTHER, CUSTOMER AGREES THAT AADYA WILL HAVE NO LIABILITY FOR (A) ANY ACTIONS OR INACTIONS OF CUSTOMER IN RESPONSE TO OR AS A CONSEQUENCE OF ANY AADYA CONTENT OR ABSENCE OF AADYA CONTENT, OR (B) ANY DAMAGES SUFFERED BY CUSTOMER ARISING FROM OR IN CONNECTION WITH ANY CYBERSECURITY BREACH.

IN ANY CASE WHERE THE LAWS OF CANADA APPLY TO THIS AGREEMENT, THE FOLLOWING SENTENCE SHALL REPLACE THE FIRST SENTENCE OF THIS SECTION 7.4: "EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE AADYA TECHNOLOGY AND AADYA CONTENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITIONS OF ANY KIND AND AADYA DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT AADYA DOES NOT WARRANT THAT THE AADYA TECHNOLOGY WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES OR THAT THE AADYA TECHNOLOGY OR AADYA CONTENT WILL MEET CUSTOMER'S REQUIREMENTS. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM."

8. INDEMNIFICATION

Customer will (a) defend or settle at its expense any third-party claim, suit or proceeding (including, without limitation, a claim, suit or proceeding by any employee, representative, agent, affiliate or contractor of Customer) ("Claim") brought against AaDya or any of its affiliates or their respective officers, directors, agents or employees of AaDya ("AaDya Parties") arising out of or related to (i) use of the AaDya Technology other than as permitted under this Agreement (including, without limitation, use on any devices owned, leased or otherwise in the possession of any employee, representative, agent, affiliate or contractor of Customer); (ii) use of the Customer Data as permitted under this Agreement; or (iii) Customer's breach of this Agreement, and (b) pay all costs and damages awarded by a court of competent jurisdiction as a result of any such Claim or amounts payable pursuant to a settlement agreed to by Customer. If an AaDya Party becomes subject to a Claim for which it is entitled to indemnification hereunder, AaDya will have the right to reasonably participate, at its own expense, in the defense or settlement of any such Claim. Customer will not settle or compromise any such Claim without AaDya's prior written consent, which may not be unreasonably withheld.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL AADYA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF AADYA OR CUSTOMER HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AADYA WILL NOT BE LIABLE TO CUSTOMER UNDER THIS AGREEMENT FOR ANY DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE TIME OF ANY CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

10. GENERAL

10.1   Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, pandemic, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree ("Force Majeure Event"); provided that financial inability in and of itself will not be a Force Majeure Event.

10.2   Compliance with Laws. Customer will not transfer, either directly or indirectly, the AaDya Technology, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from the appropriate United States agency and will otherwise comply with all other applicable laws, rules and regulations.

10.3   Publicity. Neither Party will, without prior written consent of the other Party, issue a press release or other public statements or announcements regarding their business relationship or entry into this Agreement, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, AaDya may display Customer's name and logo on AaDya's website and in other marketing materials solely to identify Customer as a customer.

10.4   No Assignment. Customer may not assign this Agreement, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of AaDya, except Customer may assign this Agreement, without the prior written consent of AaDya, to a corporation or other business entity succeeding to all or substantially all of the assets and business of Customer to which this Agreement relates by merger or purchase, provided that such corporation or other business entity assumes, in a writing delivered to AaDya, all of the terms and conditions of this Agreement. Any attempt by Customer to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing will be null and void. AaDya may freely assign or subcontract any or all of its rights or obligations under this Agreement.

10.5   Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by a duly authorized representative of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party

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making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.6   Relationship. Nothing in this Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

10.7   Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the date of this Agreement.

10.8   Governing Law, Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws. Each of the Parties hereby (a) irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the State of Michigan and of the United States of America located in Wayne County, Michigan (the "Michigan Courts") for any litigation among the Parties arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, (b) waives any objection to the laying of venue of any such litigation in the Michigan Courts, and (c) agrees not to plead or claim in any Michigan Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Michigan Courts. The United Nations Convention on Contracts for the International Sale of Goods

is expressly disclaimed by the Parties with respect to this Agreement and the transactions contemplated hereby.

10.9   Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (a) delivered personally; (b) sent by confirmed telecopy or other electronic means; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the Order Form, or such other addresses designated pursuant to this Section 10.9.

10.10   Entire Agreement. This Agreement (including the Order Form) constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations.

10.11   U.S. Federal Government End User. AaDya provides the AaDya Technology, including related software and technology, for federal government end use as a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the AaDya Technology is provided to the end user with only those rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with AaDya to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

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Service Level Agreement

Availability Objective

AaDya will provide 99.9% Availability (as defined below) for the Platform within AaDya's Immediate Control (as defined below). For purposes hereof, "Availability" or "Available" means the Platform is available for access and use through an Internet connection.

"Immediate Control" includes AaDya's network services within the AaDya data center which extends to, includes and terminates at the Internet Service Provider circuit termination point on the router in AaDya's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

(a)   equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Customer and Customer's network services which allow Customer to access the Platform. These components are controlled by Customer and their performance or failure to perform can impair or disrupt Customer's connections to the Internet and the transmission of data;

(b)   equipment, data, advertisements, materials, software, hardware, services and/or facilities provided by third party vendors or service providers of Customer;

(c)   acts or omissions of Customer, its employees, Contractors, agents, representatives, third party vendors or service providers or anyone gaining access to AaDya's network at the request of Customer;

(d)   issues arising from bugs or other problems in the software, firmware or hardware of third parties;

(e)   delays or failures due to circumstances beyond AaDya's reasonable control that could not be avoided by its exercise of due care; and

(f)   any outage, network unavailability or downtime outside the AaDya data center.

Availability Calculation: Availability is based on a weekly 7 day x 24 hour calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, and "b" is the total number of hours that service is not Available in a given month. Specifically excluded from "b" in the calculation of the Availability measurement are (1) a service interruption caused by a security threat until such time as the security threat has been eliminated; (2) reasons of a Force Majeure Event or events which are outside AaDya's Immediate Control; (3) use of unapproved or modified hardware or software by or on behalf of Customer; (4) issues arising from misuse of the Platform by Customer or its agents, clients, or third party contractors; and/or (5) service interruption caused by Scheduled Maintenance as described below.

Scheduled Maintenance: AaDya will provide Customer with at least forty-eight (48) hours advance notice, unless otherwise agreed by Customer, via email of all scheduled maintenance activities. Unless otherwise agreed by Customer in advance, AaDya will perform scheduled maintenance within a maintenance window from Monday through Thursday between the hours of 1:00 a.m. ET to 5:00 a.m. ET.

Monitoring and Reporting. AaDya will monitor the status and availability of all components associated with the Platform, exercising reasonable care in accordance with industry standards for hosting, and institute prompt corrective actions for all Platform-impacting issues encountered during the delivery of the Platform. In the event of a non-compliance with the Availability objective outlined above, AaDya will notify Customer within three (3) business days and identify in reasonable detail the non-compliance.

SUPPORT AND PROBLEM MANAGEMENT

Customer Support: Customer support for the Platform can be reached through Customer's relationship manager (or another contact as may be designated from time to time) and is available from 9:00 a.m. ET to 5:00 p.m. ET Monday–Friday, excluding federal holidays, for all support requests.

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