



## SUBSCRIPTION LICENSE

This Subscription License when accepted as described in point B below, constitutes a binding between MENTIS, Inc., doing business as Mage Data, a U.S. corporation existing under the laws of the State of Delaware, with offices at 3 Columbus Circle, 15<sup>th</sup> Floor, New York, NY 10019 ("Mage Data") and the End User, each a Party and jointly the "Parties."

**Whereas**, Mage Data owns the Software; and

**Whereas**, End User desires to utilize such Software; and

**Whereas**, for good and valuable consideration, Mage Data is willing to license the Software to End User; and

**Whereas**, End User is willing to accept the Software license under the conditions set forth herein.

Now therefore, Mage Data and End User agree as follows:

- A. Mage Data licenses the Software solely on the terms and conditions set forth in this Subscription License and on the condition that End User accepts and complies with them.
- B. By downloading, installing, or otherwise using the Software, End User warrants that it has the right, power, and authority to accept the Subscription License, and duly accepts this Subscription License and agrees to comply with the terms.

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**"Intellectual Property"** means and includes, to the extent recognized under applicable Law, patents, patent applications, copyrights (including rights in computer software), trademarks, service marks, trade dress, trade names, business names, internet domain names, e-mail address names, trade secrets, moral rights, database rights, customer lists, design rights, know-how, techniques, processes, methods, inventions (whether patentable or not), conceptions, discoveries, improvements, chip designs, mask

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**“Source Code”** means program source code, specifications, programmers’ comments and notes, and all other materials (including assembly, linkage and other utilities) and documents reasonably necessary or desirable to enable a reasonably skilled programmer to understand, maintain, amend and enhance the Product without reference to any other person or documentation whether in eye-readable or machine-readable form.

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**“Upgrades”** and **“Enhancements”** are terms that refer to version releases, patches, bug fixes, new code, documentation, functionality enhancements, and other modifications of the Software which may be made from time to time at the discretion of Mage Data and which may be provided in a generally available release to the End User.

**“Version”** means the assignment of unique version names or numbers to identify unique published states of the Software.

## **2. SUBSCRIPTION LICENSE GRANT AND SCOPE**

- A. License grant. Subject to and conditioned upon receipt of payment for the subscription and End User’s compliance with all of the terms and conditions of this Subscription License, Mage Data hereby grants to End User a non-exclusive, non-transferable, non-sublicensable, non-refundable License during the Subscription Term to use Software solely as set forth in this Section 2.
- B. This License grants End User the right, during the Subscription Term:

- 1) To have installed and to use, access, run or otherwise interact with the licensed Software, solely for End User's internal business purposes;
  - 2) To make up to two copies of the Software in machine-readable form for backup, testing, and/or disaster recovery or as mutually agreed;
  - 3) To use Product Documentation and standard technical support and software maintenance services as set forth in Exhibit 1; and
  - 4) To use fixes, patches, enhancements, and other modifications made to the Software, when and if incorporated into a deliverable or version release.
  - 5) Use any other updates and upgrades to the licensed Software that are made generally available for the Software.
- C. End User agrees to comply with instructions and guidelines set forth in any Product Documentation.
- D. End User acknowledges and agrees that the Software licensed under this Subscription License may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. End User warrants that it will not export or re-export any Products licensed under this Subscription License into any country in violation of such controls or any other laws, rules, or regulations of any country, state, or jurisdiction. Notwithstanding the foregoing, Mage Data specifically disclaims the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

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- B. Termination. Mage Data and End User shall each have the right to terminate this License in the event of a material breach of the terms hereof by the other Party which is not cured within thirty (30) calendar days following receipt of written notice thereof specifying the material breach.
- C. If End User modifies the Software or allows a third party to modify the Software, Mage Data shall have the right immediately to terminate this Subscription License and the licenses granted herein.
- D. Neither Party may terminate for convenience.
- E. Effect of Termination.
  - 1) Termination for Cause. Termination for End User's material breach shall void any and all Subscriptions and Licenses granted hereunder.
  - 2) Default by Nonpayment. Nonpayment of annual subscription fees that is not cured in accordance with this section will result in a cancellation or suspension of the affected License(s).
  - 3) The outstanding annual installments through the remainder of the Subscription Term, and any and all services rendered to the date of cancellation, will be due and payable upon cancellation or suspension.

#### **5. LIMITED WARRANTIES**

- A. Mage Data warrants that the Software will operate in all material respects consistent with all related Product Documentation.
  - a. Mage Data specifically rejects responsibility for any warranties made by third parties as to the products or services.
- B. Mage Data warrants that it shall take all available steps to ensure that no viruses or malware are coded or introduced by/as a result of using the Products or services of Mage Data.
- C. Mage Data represents and warrants that Mage Data has secured all rights and title in the Software, including all requisite certificates, authorizations, and permits for granting this license.
- D. Mage Data represents, warrants, and undertakes that the use or possession by End User of licensed Products or services will not subject End User to any claim for infringement of any Intellectual Property Rights of any third party.
- E. The Mage Data undertakes to defend and hold harmless the End User and its Affiliates from and against any claim or action that the use or possession of the Software by the End User or any of its Affiliates infringes the Intellectual Property Rights of a third party (the IPR Claim) and shall indemnify the End User and each of its Affiliates from and against any and all losses, damages,

costs (including reasonable legal and other professional fees) expenses and other liabilities incurred by or awarded against the End User or any of its Affiliates as a result of or in connection with any IPR Claim.

- F. If any IPR Claim is made, or in the Mage Data's reasonable opinion is likely to be made, against the End User or any of its Affiliates, the Mage Data shall promptly and at its own cost and expense modify or replace the infringing part so as to avoid the infringement or alleged infringement without diminishing or curtailing in any material respect the value of the license.
- G. Mage Data shall have no responsibility for any claims arising from (i) unauthorized modifications of the Product made by the End User or End User's affiliates if such IP claim would not have arisen but for such modifications, or (ii) use of the Product in combination with any equipment, software, or services not provided by or authorized by Mage Data provided such claim would not have arisen but for the combination.
- F. Modifications to Software. Notwithstanding anything to the contrary herein, should End User make any changes to the Software or unauthorized changes to its installation, or allow a third party to make such changes, then all undertakings, warranties, remedies, and other obligations of Mage Data as set forth herein are void.

#### WARNING

#### **RESTRICTIONS - ISCRAMBLE**

**ISCRAMBLE (STATIC DATA MASKING OR "SDM") IS AN IRREVERSIBLE PROCESS AND THUS MAY ONLY BE RUN AGAINST A NON-PRODUCTION DATABASE. END USER ACKNOWLEDGES THIS NOTIFICATION, AND WILL ENSURE THAT ALL ITS EMPLOYEES, CONTRACTORS, AND OTHERS WORKING WITH ISCRAMBLE UNDERSTAND THIS RESTRICTION. END USER RELEASES MAGE DATA FROM ANY AND ALL LIABILITY RELATED THE BREACH OF THIS RESTRICTION.**

#### Warranty Disclaimer.

THE SOFTWARE AND PRODUCT DOCUMENTATION ARE PROVIDED TO END USER "AS IS." MAGE DATA DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION. THE WARRANTIES IN THIS SECTION 5 CONSTITUTE THE SOLE WARRANTIES PROVIDED BY MAGE DATA WITH RESPECT TO THE SOFTWARE AND SERVICES PROVIDED PURSUANT UNDER THIS LICENSE AND PURSUANT TO ALL AGREEMENTS BETWEEN THE PARTIES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. MAGE DATA EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. MAGE DATA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET THE END USER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OR MEET ANY PERFORMANCE OR RELIABILITY STANDARDS.

#### **6. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY**

- A. Mage Data's entire liability and End User's exclusive remedy for breach of the foregoing warranties or this Subscription License shall be repair or replacement of the affected Software or media, or reperformance of the Services without additional charge to the End User. In a case where Mage Data is unable to repair or replace the Software under the following conditions, then upon return of the affected Software, Mage Data shall return the applicable fees, pro-rated from date of breach, which End User has paid during the previous year. These conditions for repair and replace are:
- 1) Within fifteen (15) business days where Mage Data has appropriate access to End User resources and systems, or
  - 2) Within a mutually agreed-upon timeframe where such access is limited.
- B. No breach occurs when changes have been made to End User's systems or to the licensed Software by End User that create adverse conditions for the install except as authorized in any Documentation provided by Mage Data. In such cases, Mage Data may agree to repair or replace at End User's cost.

ALL RISK PERTAINING TO THE PERFORMANCE OR USE OF THE SOFTWARE REMAINS WITH THE END USER. IN NO EVENT WILL MAGE DATA BE LIABLE TO THE END USER OR ANY THIRD PARTY FOR ANY INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, ANY DELAYS, INTERRUPTION OR LOSS OF SERVICES, ANY LOSS OF BUSINESS OR GOODWILL, ANY LOSS OR CORRUPTION OF DATA, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST VALUE, LOST PROFITS OR LOST SAVINGS, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF MAGE DATA HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. MAGE DATA'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER FROM ANY CAUSE RELATED TO OR ARISING FROM THIS SUBSCRIPTION LICENSE, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO THE AMOUNT OF FEES PAID TO MAGE DATA UNDER THIS SUBSCRIPTION LICENSE DURING THE SIX MONTHS PRIOR TO ACCRUAL OF END USER'S CLAIM.

LICENSE FEES REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS SUBSCRIPTION LICENSE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

## **7. CONFIDENTIALITY**

- A. Each Party may have access to information that is confidential to the other Party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing as confidential at the time of disclosure as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Such information includes, but is not limited to:
- 1) Information concerning Disclosing Party's business, including information related to the management, operations, Products and Product strategies, pricing, intentions, cost information, profits, sales information, accounting and unpublished financial information,

financial projections, financial results, business plans, markets and marketing methods, customer lists and customer information, customer or employee sensitive information, other records, purchasing techniques, supplier lists and supplier information and advertising strategies;

- 2) Information concerning Disclosing Party's employees, including salaries, strengths, weaknesses and skills;
  - 3) Information acquired from Disclosing Party's customers, suppliers, employees, consultants or co-venture partners;
  - 4) Information which arises out of or relates to the analysis and evaluation of the Confidential Information and/or the use thereof by the receiver of such information; and
  - 5) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Disclosing Party's business.
- B. Confidential Information shall also include the Software, algorithms, protocols, interfaces, source code, object code, derivative Products or processes, Documentation, database information and any proprietary tools, proprietary knowledge or proprietary methodologies disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), or which the Receiving Party may gain access to or knowledge of at any time, as a result of the performance of the obligations of this Subscription License.
- C. The Receiving Party shall observe complete confidentiality with respect to the Confidential Information and shall use its best efforts and take all reasonable steps to protect the Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Subscription License.
- D. The Receiving Party agrees to use all reasonable precautions to prevent the unauthorized disclosure, use or dissemination of the other Party's Confidential Information, and not to use or disclose any Confidential Information for any purpose other than fulfillment of the obligations of the provision of or use of the licensed software.

Receiving Party agrees that in the event that a subcontractor or other person other than regular employees of the Receiving Party shall be exposed to Confidential Information, the Receiving Party shall obtain from that subcontractor or other person a confidentiality agreement imposing obligations on them of the type contained herein. The Receiving Party shall inform its employees exposed to the Confidential Information of their requirement to honor the obligations of this Subscription License

- E. The above-stated obligations of confidentiality shall not apply to information which is: (i) already in the possession of the Receiving Party without an obligation of confidentiality at the time of disclosure; (ii) rightfully furnished to the Receiving Party by a third party without a breach of a nondisclosure obligation; (iii) publicly available without breach of this Subscription License (in the public domain); (iv) released for disclosure by the Receiving Party with the written consent of the Disclosing Party; (v) furnished by the Disclosing Party to a third party without restriction on subsequent disclosure; or (vi) independently developed by the Receiving Party without reference to or reliance on any Confidential Information of the Disclosing Party. The Receiving Party shall have the burden to show the applicability of any exclusion in this paragraph through documented evidence.

- F. Notwithstanding the termination or expiration of this Subscription License, whether in part or in whole, each Party's duties with respect to the other Party's Confidential Information shall continue indefinitely after the time of disclosure.

## 8. GENERAL

- A. Survival. Section 3 (Intellectual Property Ownership and Restrictions), Section 5 (Limited Warranties), Section 6 (Exclusive Remedies and Limitation of Liability), Section 7 (Confidentiality), and any terms in this Subscription License which by their nature must survive after the Term to give their intended effect shall be deemed to survive termination or expiration of this Subscription License.
- B. Severability. If any provision of this Subscription License is for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Subscription License shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intention of the Parties underlying the original provision.
- C. Waiver. The waiver of any provision of this Subscription License or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.
- D. Headings. The descriptive headings of the sections of this Subscription License are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof. In this Subscription License, unless the context otherwise requires, (a) the term "days" means calendar days; and (b) the term "including" shall mean, "including, without limitation."
- E. Assignment. Neither this Subscription License nor any part hereof may be assigned by either Party without the other Party's prior written consent, and any attempted assignment is void. Any merger, reorganization, transfer of substantially all assets of a Party, or other change in control or ownership will be considered an assignment for the purposes of this Subscription License. Notwithstanding the foregoing, only notice and not consent will be required for Mage Data to assign this Subscription License, or certain Statement of Works, or both, as part of a divestiture of all or substantially all of the assets of Mage Data's Software business to an acquirer.
- F. Force Majeure. Nonperformance of either Party will be excused to the extent that performance is rendered impossible by fire, flood, earthquakes, hurricanes and other similar storms and other natural calamities, strike, governmental acts, orders or restrictions or other similar reasons where failure to perform is beyond the control and not caused by the negligence of the non-performing Party.
- G. Precedence. In the event of any inconsistency between this Subscription License (not including the License Schedules) and any Purchase Order, the provisions of this Subscription License shall govern, except for provisions in the Purchase Order that set out the license and its scope, and pricing and payment terms.
- H. Entire Agreement. This Subscription License and its attachments represents the entire Agreement between the Parties as to the matters set forth herein and supersedes all prior discussions or

understandings between them, whether written or oral, concerning the subject matter hereof. This Subscription License may only be amended or modified by a writing signed by an authorized representative of each of Mage Data and End User. Any such amendment shall expressly state that it is intended to amend, modify, or supplement this Subscription License.

- I. Governing Law. The performance of Mage Data and End User under this Subscription License shall be controlled and governed by the laws of the state of Delaware, excluding conflicts of law provisions. Each of Mage Data and End User hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.

**Exhibit 1**  
**SUBSCRIPTION LICENSE**  
**STANDARD TECHNICAL SUPPORT AND MAINTENANCE TERMS**

Mage Data shall provide End User with the Technical Support and Maintenance services as listed herein while End User is a current subscriber.

Technical Support and Maintenance is included with the Subscription for Software licensed in any Schedule to this Subscription License. Technical Support and Maintenance expires with the expiration of any subscription term.

**TECHNICAL SUPPORT AND MAINTENANCE SERVICES**

- A. Mage Data shall respond to unlimited communications from End User that (i) report any Software failures not previously reported to Mage Data and (ii) request assistance on the operational aspects of the Software.
- B. Standard Support Hours are 8:00am to 7:00pm EST, Monday through Friday, excluding US holidays.
- C. Contact methods: via email at support@magedata.ai.
- D. Escalation and Severity Priority Levels. Mage Data shall make commercially best attempts to promptly resolve End User's reported problems. If Mage Data cannot promptly resolve inquiries reported by End User, Mage Data shall provide End User with a fix or work-around as promptly as is commercially reasonable according to the Severity Priority Levels defined in the Severity Priority Chart on the final page of this Exhibit.
  - 1) If the Priority Level is not selected by the customer, the ticket will default to Priority 3 until evaluated by Mage Data.
  - 2) Mage Data reserves the right to reclassify the Priority Level at any time if Mage Data reasonably believes the classification is incorrect. Mage Data team members may increase the Priority Level if the situation is deemed to be more urgent than originally reported.
  - 3) If End User anticipates a special project that will require Mage Data support to be available during the project, a two-week notice period will be required to arrange for this support.
- E. Routine patches and bug fixes and other corrections to the Software will be made available to End User when made generally available.
- F. Mage Data may make new versions and releases of the Software available to End User that include applicable enhancements and upgrades, if and when Mage Data makes them generally available. Not all releases are applicable to all environments
- G. Mage Data reserves the right to retire old versions and cease support.
- H. Any **enhanced support and maintenance services** for the duration of the Subscription Term may be requested and, if accepted by Mage Data, will be provided **at an additional annual cost**.

## Severity Priority Chart

During non-standard support hours, Mage Data will respond to inquiries as detailed below.

### Standard

- A. During standard support hours, Mage Data will respond to inquiries within 12 hours from receipt of the inquiry.
- B. During nonstandard support hours, Mage Data will respond to inquiries within 24 hours from receipt. Standard support hours are, as stated in Clause B.
- C. Notwithstanding the foregoing, Mage Data will respond within 30 minutes to a call from End User which reports a critical Software condition which significantly impacts End User's production environment, or which makes the use or continued use of the Software impossible, with resolution as soon as possible under best efforts.

| Severity Level                      | Definition and Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                      | Examples                                                                                                                | First Response                                                                        | Work-around after Response | Fix             |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------|-----------------|
| <b>P1<br/>Business<br/>Critical</b> | <p><b>Definition:</b></p> <p>Applicable only to Production and affecting business-critical operations, or</p> <p>Represents a complete loss of service or business critical feature with no workaround.</p> <p><b>Requirements:</b></p> <p>Customer selection of P1 indicates Customer will have continuous commitment to 24x7 availability to Mage Data' team and 24x7 engagement with Mage Data through issue resolution. Otherwise, Mage Data may, at its</p> | <ul style="list-style-type: none"> <li>Users cannot access or use a business critical production application</li> </ul> | <p>90 Minutes</p> <p>Mage Data will evaluate the issue and confirm Priority Level</p> | 8 hours                    | 5 Business Days |

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                   |                   |                  |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|
|                                                 | <p>discretion, reduce case priority to P2.</p> <p>Delays caused by non-availability of Customer resources will pause the clock on Mage Data response time.</p> <p><b>Exclusions:</b> P1 <u>does not</u> include development issues or problems in staging environments.</p>                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                   |                   |                  |
| <p><b>P2</b></p> <p><b>Degraded Service</b></p> | <p><b>Definition:</b></p> <p>A partial service failure or mild degradation. Customer is able to access some, but not all business resources.</p> <p><b>Requirements:</b></p> <p>Customer will maintain required availability to Mage Data through issue resolution, as determined by Mage Data on a case-by-case basis.</p> <p>Delays caused by non-availability of Customer resources will pause the clock on Mage Data response time.</p> <p>Otherwise, Mage Data may, at its discretion, reduce case priority to P3.</p> <p><b>Exclusions:</b> P2 <u>does not</u> include development issues or problems in staging environments.</p> | <ul style="list-style-type: none"> <li>• Service is not business critical but is down and not accessible by users;</li> <li>• Service is slowed to such a degree that multiple users cannot log in, resulting in consistent access errors or similar issues;</li> <li>• Non-production instance of the software is unavailable.</li> </ul> | <p>Customer Report during Standard Support Hours: response within 12 hours</p> <p>Customer Report during non-Standard Support Hours: response within 24 hours</p> | 16 Business Hours | 10 Business Days |
| <p><b>P3</b></p>                                | <p><b>Definition:</b></p> <p>Customer is able to access almost all business resources but</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <ul style="list-style-type: none"> <li>• Service is slow or occasionally intermittent</li> </ul>                                                                                                                                                                                                                                           | Customer Report during Standard Support Hours:                                                                                                                    | 5 Business Days   | 21 Business Days |

|                                     |                                                                                                                           |                                                                                                                               |                                                                                                                                            |                        |                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------|
| <b>Minor Service Impact</b>         | is experiencing intermittent issues and reduced quality of service, but a workaround may be available.                    |                                                                                                                               | response within 12 hours<br><br>Customer Report during non-Standard Support Hours: 24 hours                                                |                        |                                                   |
| <b>P4 Negligible Service Impact</b> | <b>Definition:</b><br>How-To requests, or minor access or service issue but Customer is able to access business resources | <ul style="list-style-type: none"> <li>• How-To help</li> <li>• Features questions</li> <li>• Enhancement Requests</li> </ul> | Customer Report during Standard Support Hours: response within 12 hours<br><br>Customer Report during non-Standard Support Hours: 24 hours | As discussed with user | Enhancement Requests to be evaluated by Mage Data |