PROXIMA CLOUD CRM LICENSE AGREEMENT

This Proxima Cloud CRM Agreement governs customers licenses and use of Company's software products and Company's provisions of maintenance and support services related hereto and Customer accepts and agrees to all of the terms and conditions hereof.

1.   Definitions. In addition to the capitalized terms defined upon first use in this Agreement, certain capitalized terms are defined below.

"Affiliate" means with respect to any person, any other Person that directly or indirectly is controlled by or under common control with such Person. For purposes of this Agreement, a Person shall be deemed to have "control" over another Person if: (a) such Person directly or indirectly, on its own or acting through one or more Persons, owns, controls or has power to vote at least 50% of the issued and outstanding voting stock or other equity interest of such other Person; or (b) such Person controls or has the power to control the management or operations of such other Person, including by contract.

"Agreement" is defined Section 2.1 of this Agreement.

"Authorized User" means an individual employee, Customer or Consultant of Customer or of any Affiliate of Customer, who is authorized by Customer to use the Licensed Software for the Permitted Purpose, regardless of whether or not the individual is actively using the Licensed Software at any given time, provided that no Authorized Users may be, nor work for a direct or indirect competitor of Company.

"Company" means any such contracting Proxima entity.

"Company IP" means the Software Products and their Documentation and all other software (including both source code and object code, as applicable), documentation, templates, designs (including screen and report designs), data, materials, technology and works created, utilized and/or provided by or on behalf of Company in connection with the Licensed Software or the performance of this Agreement, and all Intellectual Property Rights related to any of the foregoing.

"Confidential Information" means any information, including information, technical data or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, designs, drawings, specifications, techniques, processes, systems, models, data, source code, object code, documentation, diagrams, flow charts, research, development, business plans or opportunities, products, projects or products under consideration, procedures, and information related to finances, costs, prices, suppliers, vendors, customers and employees, which is disclosed by the disclosing Party in connection with this Agreement whether before, on or after the Effective Date, directly or indirectly, in writing, orally or by drawings or inspection of equipment or software, to the receiving Party or any of its employees or designated agents. Confidential Information includes the terms of this Agreement. Confidential Information does not include any of the following: (a) information that is or becomes part of the public domain or otherwise available on an unrestricted basis to one or more third Persons without violation of this Agreement by the receiving Party; (b) information that was known to or in the possession of the receiving Party on a non-confidential basis prior to the disclosure thereof to the receiving Party by the disclosing Party, as evidenced by written records; (c) information that was developed independently by or on behalf of the receiving Party, without use of or reference to the Confidential Information; or (d) information that is disclosed to the receiving Party by a third Person without violation of this Agreement by the receiving Party.

"Consultant" means consultant, contractor or agent engaged by Customer or any Affiliate of Customer to provide services to and for the sole benefit of Customer or such Affiliate.

"Customer" meats the Person entering into this Agreement with Company.

"Customer Extensions" means any configurations, business model flows and report designs created by Customer and its Authorized Users by using the standard functionality embedded in the Licensed Software, to the extent reflecting or based upon Confidential Information of Customer or its Affiliates.

"Documentation" means the online user guides, documentation, and help and training materials for the Software Products as made available by Company from time to time accessible via https://learn.proximaresearch.com/hc.

"Effective Date" means the effective date of this Agreement, as specified herein.

"Intellectual Property Rights" means all rights throughout the world in any and all of the following: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not); (b) trademarks,

service marks, trade dress, trade names, logos, corporate names, Internet domain names and registrations and applications for the registration thereof together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs and mask works) and registrations and applications for registration thereof; (d) trade secrets, know-how and other proprietary information of a like kind; (e) waivable or assignable rights of publicity, waivable or assignable moral rights; and (f) all other forms of intellectual property, such as data and databases, in each case, to the extent protectable under applicable Law.

"Law" means any and all statutes, laws, ordinances, regulations, rules, codes and other requirement or rule of law of any federal, state, local or foreign governmental authority.

"Licensed Software" means the specific Software Products to which Customer has purchased a license, together with any "Error Corrections" and "Releases" (each as defined in the M&S Policy) that may, from time to time, be provided to Customer by Company pursuant to the Maintenance & Support Services, and all Documentation related to any of the foregoing.

"License Period" means the initial period for which Customer has purchased a license, along with each renewal period of Customer's license pursuant to Section 9.2.

"Maintenance & Support Services" means the maintenance and support services to be provided by the Company with respect to the Licensed Software as described in the M&S Policy.

"M&S Policy" means Company's maintenance and support policy for Software Products attached hereto as Annex 1 and incorporated by reference.

"Party" means Customer or Company and "Parties" means, collectively, both parties to this Agreement.

"Permitted Purpose" means the use, in accordance with the Documentation and the terms of this Agreement of the Licensed Software, in object code form only, solely for Customer's own internal business purposes.

"Person" means any individual, corporation, limited liability company, partnership, trust, joint stock company, business trust, unincorporated association, joint venture or other form of business or legal entity.

"Professional Services" means consulting and professional services including onsite services, installation, implementation, training, configuration, systems administration, database management, and assistance with day- to-day use of any Software Product.

"Software Products" means Company's generally commercially available software products (other than software- as-a-service offerings), the specific features and functionality of which are described in the applicable Documentation. For the avoidance of doubt, the term "Software Products" does not include Third Party Applications.

2.   Scope of Agreement.

2.1   The capitalized term "Agreement" when used herein (insofar as such terms pertain to Software Products and/or Maintenance & Support Services), together with this Proxima Cloud CRM License Agreement and any Annexes or other documents specifically incorporated herein by reference.

2.2   If Customer also purchases Professional Services, such Professional Services shall be governed exclusively by the Company Professional Services Terms. For the avoidance of doubt, nothing contained in this Agreement shall require Customer to purchase, or Company to provide, Professional Services.

2.3   If Customer purchases or otherwise obtains a license to any Software Product or other Company offering pursuant to the terms of a separate agreement with Company or any of its Affiliates, such as any license terms or terms of use accepted by or on behalf of Customer in connection with any Software Product or other Company offering, Customer's license to and use of such Software Product or other Company offering shall be governed exclusively by the terms of such other agreement and shall not constitute Licensed Software hereunder.

3.   Rights and Limitations of Use.

3.1   Subject to the terms and conditions of this Agreement (including Customer's payment obligations hereunder), Company grants to Customer a limited, non-exclusive, non-transferable right and license during the applicable License Period (a) to install, execute and use, and permit Authorized Users to execute and use, the Licensed Software internally within Customer's organization solely for the Permitted Purpose; and (b) to the extent Company makes available to Customer, by way of download or other form of distribution, any pre-defined report formats, software components, tools, materials or technology intended for use in connection with the Licensed Software to store, install, execute and use the same internally within Customer's organization, solely in connection with Customer's authorized use of

the Licensed Software.

3.2 Except for the rights granted in Section 3.1, no other rights in or to any Licensed Software or other Company IP, express or implied, are granted to Customer. Without limiting the foregoing, except to the extent expressly authorized by this Agreement, Customer may not: (a) transfer to any other Person any of its rights to use the Licensed Software; (b) copy the Licensed Software, except that Customer may make and maintain during the License Period the minimum number of backup copies of the Licensed Software that are necessary for disaster recovery purposes; (c) sell, resell, license, sublicense, distribute, rent, lease or share any Licensed Software; (d) permit any Person who is not an Authorized User to use or access any Licensed Software; (e) use any Licensed Software other than for the Permitted Purpose; (f) use any Licensed Software to provide outsourcing, service bureau, hosting, application service provider or online services to third Persons (provided that the foregoing shall not prevent Customer from providing hosted access to the Licensed Software to Authorized Users for the Permitted Purpose); (g) modify or create any derivative works based upon any Licensed Software or other Company IP; (h) copy any feature, design or graphic in any Licensed Software or other Company IP; (i) reverse engineer, decompile, disassemble or attempt derive the source code or architecture of any Licensed Software, except to the extent such activities cannot be restricted under applicable Law; (j) use or access any Licensed Software or other Company IP in order to build a competitive solution or to assist someone else to build a competitive solution; (k) use the Licensed Software for performance, benchmarking or comparison testing or analysis or disclose to any third party or otherwise disseminate any results thereof (all of which shall be considered Confidential Information of Company) without Company's prior consent; (l) alter, remove or conceal any government restricted rights notice or any copyright, trademark, trade name or other proprietary marking or notice that may appear in Licensed Software or any other Company IP; (m) use the Licensed Software in a manner that violates any applicable Law; or (n) permit any other Person to do any of the foregoing.

3.3 Customer is solely responsible for its relationships with all Authorized Users and Affiliates of Customer, for their use of the Licensed Software, and for ensuring that they comply with all the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by an Authorized User or Affiliate of Customer shall be deemed to be a violation by Customer of such terms and conditions.

4. Maintenance & Support Services.

4.1 During the License Period, Company shall make the Maintenance & Support Services available to Customer in accordance with the M&S Policy.

5. Fees and Payment.

5.1 Customer shall pay all fees and charges. Except as otherwise set forth in this Agreement, (i) fees are based on the Licensed Software and Maintenance & Support Services being ordered and not actual usage of such software or services by Customer or its Authorized Users; (ii) all payment obligations under this Agreement are non-cancelable and amounts paid are non-refundable and (iii) ordered quantities including those related to Authorized Users number or the ordered level of Maintenance & Support Services cannot be decreased during the relevant License Period. Unless otherwise specified by this Agreement, all fees and charges for the initial License Period are due upon the effective date of this Agreement, and Customer shall pay all other fees and charges within thirty (30) calendar days of the date of Company's invoice therefor. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information. The payment date shall be considered the date under which the amount payable is credited to Company's bank account. Customer shall pay all commissions for the wire transfer payments.

5.2 If any invoiced amount is not received by Company by the due date, then without limiting Company's rights or remedies, (a) Company may charge Customer interest at the rate of 1.4% per month (or the highest rate allowable by Law, if less) for any past due amounts, from the date payment was due until the date paid, other than with respect to any amount disputed by Customer in good faith where Customer is cooperating diligently to resolve the dispute) and/or (b) Company may condition future renewals and invoices on payment terms shorter than those specified in Section 5.1. If any amount owing by Customer under this Agreement or any other agreement between the Parties is 25 (twenty-five) or more days overdue, Company may, without limiting its other rights and remedies, accelerate any or all of Customer's unpaid fee obligations under any such agreements so that all such obligations become immediately due and payable. Customer shall bear any costs (including attorney's fees and costs) incurred by Company in collecting any amounts due hereunder.

5.3 Company's fees do not include and Customer shall pay any taxes, levies, duties or

similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes and import duties, assessable by any jurisdiction whatsoever (other than corporate income taxes payable by Company) due as a result of any amounts paid by Customer to Company under this Agreement.

5.4   Customer shall not charge any fee to Company related to invoice processing, and shall pay or reimburse Company for any such fee charged by any third party that Customer requires Company to use in connection with processing Company's invoices to Customer.

6.   Warranties.

6.1   Each Party represents and warrants to the other Party that: (a) it has the full power and authority to enter into this Agreement and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by it does not violate, conflict with or constitute a default under any agreement or instrument to which it is a party or by which it is bound, or any applicable Law, regulation or order of any court or other tribunal, except where such violation, conflict or default would not materially impair such Party's performance of its obligations or the other Party's enjoyment of its rights under this Agreement.

6.2   Company further warrants to Customer that: (a) the Licensed Software as delivered by Company will function substantially in accordance with the applicable Documentation; and (b) it will use a generally commercially available virus detection or scanning program to test the Licensed Software for the presence of viruses. In the event of any nonconformance with any of the warranties specified in this Section 6.2, Customer will promptly (and in no event later than thirty (30) days after the non-conforming Licensed Software was provided) notify Company of such nonconformance and Company will, following receipt of such notice from Customer, use commercially reasonable efforts to remedy the nonconformance in accordance with and subject to the M&S Policy. If Company fails to do so within thirty (30) days of such notice, and such nonconformance has the effect of materially diminishing the functionality and value of the Licensed Software as a whole, then Customer shall have the right to terminate this Agreement upon notice and recover the license fees paid to Company, pursuant to Section 9.6(d); provided, however, that such termination shall not be permitted if, within such thirty (30) day period, Company has provided Customer with reasonable assurances that such nonconformance will be remedied within a reasonable period of time. The foregoing sets forth the exclusive remedies of Customer, and the sole liability of Company, in the event of any nonconformance with any of the warranties set forth in this Section 6.2. For the avoidance of doubt, Company shall have no liability under this Section 6.2 with respect to any nonconformance related to any issue described in the section of the M&S Policy entitled "Certain Exclusions".

6.3   EXCEPT AS EXPRESSLY PROVIDED IN THIS **SECTION 6**, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY IS PROVIDING THE LICENSED SOFTWARE AND MAINTENANCE & SUPPORT SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE AND SUCH SERVICES OR THEIR PERFORMANCE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, COMPANY DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR ANY RELATED SERVICES WILL MEET CUSTOMER'S EXPECTATIONS OR BE SECURE, ACCURATE, ERROR-FREE, OR OPERATE ON AN UNINTERRUPTED BASIS OR IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE OR SYSTEM. WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR ANY PROBLEMS WITH THE LICENSED SOFTWARE OR MAINTENANCE & SUPPORT SERVICES ATTRIBUTABLE TO THIRD-PARTY APPLICATIONS, FORCE MAJEURE OR CUSTOMER'S OR ANY AUTHORIZED USER'S COMPUTERS OR NETWORK.

6.4   Customer acknowledges that the Licensed Software was not designed to Customer's individual requirements and that Customer is solely responsible for confirming that the Licensed Software meets such requirements. Customer agrees that its license of the Licensed Software is not contingent on the delivery of any future functionality or features, or dependent on any statements made by Company regarding possible future functionality or features.

7. Indemnification.

7.1   Company shall indemnify, defend and hold harmless Customer and its employees and agents from and against any loss, cost, damage or expense (but specifically excluding any indemnified Person's attorneys' fees and costs) in respect of any claim, demand, action, suit or other judicial proceeding asserted, brought or threatened by a third Person (each a "Claim") alleging that the Licensed Software as provided by Company hereunder infringes any third Person's rights in any copyright, trademark or United States or European Union patent, except to the extent the Claim: (a) relates to information, specifications or materials provided by or on behalf of Customer or its Affiliates or Authorized Users, including where Customer specified the form, content or functionality of software alleged to be infringing; (b) relates to revisions or modifications made by Customer or its Affiliates or any third Person at their direction; (c) relates to the combination, operation or use by Customer or its Affiliates of the Licensed Software with other programs, hardware, data or specifications if a different combination would avoid the infringement; (d) relates to Customer's or its Affiliates' failure to install or have installed an Error Correction or Release made available by Company and that would have avoided the infringement; (e) relates to the actual or alleged infringement of inventions, technologies or methods in widespread unlicensed use by third Persons at the time the Licensed Software has been used by Customer, or (f) is otherwise subject to Customer's indemnification obligations under Section 7.2. In the event of any actual Claim of infringement or if Company has reason to believe that such a Claim may be brought, Company may at its option and sole expense either (i) obtain the rights necessary to extinguish or avoid the infringement, or (ii) make any modifications to the Licensed Software that are recommended by Company's counsel to avoid infringement of third Person rights, provided such modification does not materially diminish the functionality and value of the Licensed Software as a whole, or (iii) if Company determines that neither option described in clauses (i) and (ii) above is commercially viable, Company may terminate this Agreement by notice to Customer and issue a refund of prepaid fees pursuant to Section 9.6(d). This Section 7.1 states Customer's sole remedy and Company's entire liability for any losses and damages of any nature arising out of or relating to any actual or alleged infringement of any copyright, patent, trade secret or other Intellectual Property Rights of any third Person.

7.2   Customer shall indemnify, defend and hold harmless Company and its Affiliates and their respective employees and agents from and against any loss, cost, damage or expense (but specifically excluding attorneys' fees and costs) in respect of any Claim that relates to the use by Customer or its Affiliates or Authorized Users of the Licensed Software or other Company IP in breach of this Agreement or in violation of applicable Law or third party rights.

7.3   As a condition to the obligations of the indemnifying party under either of Sections 7.1 or 7.2 above, the indemnified Person shall: (a) promptly notify the indemnifying Party of any Claim for which indemnity will be sought; provided that no delay in providing such notice shall relieve the indemnifying Party of any liability or obligations hereunder except to the extent the indemnifying Party has been prejudiced by such delay; (b) permit the indemnifying Party to assume control of the defense and settlement of such Claim with counsel of its choosing; and (c) provide cooperation reasonably requested by the indemnifying Party in investigating and defending such Claim, at the indemnifying Party's expense (provided that the indemnified Person shall not be entitled to compensation for time spent providing such cooperation). The indemnified Person shall have the right to participate in (but not control) the defense of any such Claim, at its sole cost and expense, using counsel of its choosing.

8. LIMITATIONS OF LIABILITY.

8.1   EXCEPT FOR LIABILITY ARISING FROM A WILLFUL OR INTENTIONAL BREACH OF SECTION 10 (CONFIDENTIALITY) OR FROM A BREACH OF SECTION 11 (PROPRIETARY RIGHTS), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF DATA, LOSS OF BUSINESS OR PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY SORT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

8.2   COMPANY'S AGGREGATE LIABILITY TO CUSTOMER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL LICENSE FEES ACTUALLY PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OCCURRED.

8.3   THE LIMITATIONS OF LIABILITY AND DAMAGE EXCLUSIONS CONTAINED IN THIS AGREEMENT WILL APPLY REGARDLESS OF THE SUCCESS OR

EFFECTIVENESS (OR LACK THEREOF) OF ANY REMEDIES PROVIDED HEREIN. THESE LIMITATIONS AND EXCLUSIONS ARE REFLECTED IN THE PRICING OF THE LICENSED SOFTWARE AND MAINTENANCE & SUPPORT SERVICES, AND THEY REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE AN ESSENTIAL PART OF THIS AGREEMENT.

8.4 ANY ACTION BY EITHER PARTY RELATED TO AN ACTUAL OR ALLEGED BREACH OF THIS AGREEMENT BY THE OTHER PARTY, OTHER THAN A WILLFUL OR INTENTIONAL BREACH OF SECTION 10 (CONFIDENTIALITY) OR A BREACH OF SECTION 11 (PROPRIETARY RIGHTS), MUST BE COMMENCED WITHIN ONE YEAR AFTER THE DATE ON WHICH THE BREACH IS DISCOVERED. ANY ACTION NOT BROUGHT WITHIN THAT ONE-YEAR PERIOD SHALL BE BARRED, WITHOUT REGARD TO ANY LONGER LIMITATIONS PERIOD SET FORTH IN ANY APPLICABLE LAW OR STATUTE.

9. License Period, Renewals and Termination.

9.1 Company makes the Licensed Software available on a term-limited basis, and Customer is purchasing a license to use the Licensed Software upon the terms and conditions set forth in this Agreement, for the License Period specified in this Agreement. Neither Party may terminate this Agreement for convenience prior than the end of the License Period.

9.2 This Agreement commences on the Effective Date and continues until all licenses hereunder have expired or have been terminated. Upon expiration of the initial License Period, Customer's license to the applicable Licensed Software, and the term of this Agreement, shall automatically renew for one (1) additional period equal to 360 days, at Company's then-current license price stated on Company web-site https://proximaresearch.com/proxima-crm-system/ on the first day of such renewal, unless either Party notifies the other Party no later than thirty (30) days prior to the scheduled renewal date that it is electing not to renew this Agreement, in which case Customer's license and the term of this Agreement shall end upon the expiration of the then-current License Period.

9.3 Either Party may terminate this Agreement by notice if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of the breach from the non-defaulting Party. Any such termination shall be without limitation of any other right or remedy available to the terminating Party.

9.4 Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party has a receiver or similar party appointed for all or substantially all of its property, is declared insolvent by a court of competent jurisdiction, ceases to do business in the ordinary course, files a petition in bankruptcy or has a petition filed against it in bankruptcy, becomes the subject of any court or administrative proceeding related to its liquidation or insolvency (whether voluntary or involuntary) that is not dismissed within ninety (90) days, or makes an assignment for the benefit of its creditors.

9.5 Company may terminate this Agreement immediately upon notice to Customer for breach of Section 14.

9.6 Upon the termination or expiration of this Agreement for any reason:

(a) All rights and licenses granted by Company pursuant to this Agreement shall terminate.

(b) Customer shall immediately discontinue any further use of the Licensed Software, and shall promptly uninstall all copies thereof from any and all servers, computers and other media owned or controlled by Customer or any of its Affiliates and, if requested by Company, certify to Company in writing that it has fully complied with all of the foregoing.

(c) Customer shall pay all amounts that have accrued and are owed hereunder within thirty (30) days following any termination or expiration of this Agreement.

(d) If this Agreement is validly terminated by Customer pursuant to either of Sections 6.2 or 9.3 or by Company pursuant to Section 7.1, and Customer is in full compliance with all material terms and conditions of this Agreement, Company shall within ten (10) days following the effective date of such termination refund to Customer all license fees previously paid by Customer for the Licensed Software with respect to the then-remaining portion of any prepaid but unused License Period.

(e) If requested by a Party, the other Party shall promptly destroy or return to the requesting Party, as directed, all of the requesting Party's Confidential Information, and

other materials of the requesting Party in such other Party's possession or under its control. Notwithstanding the foregoing, each Party shall be entitled to retain any records to the extent it has been advised in writing by counsel that such retention is required to comply with applicable Law or regulation.

(f)   Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement shall survive any such termination or expiration.

10   Confidentiality.

10.1   Each Party that receives Confidential Information of the other Party agrees that, unless the disclosing Party gives its prior written authorization, it shall not: (a) use such Confidential Information other than for the purposes of this Agreement; or (b) disclose any such Confidential Information to any third Person except those directors, officers, employees, Consultants and agents of the receiving Party who are required to have such Confidential Information in order to carry out the purposes of this Agreement and who have signed a non-disclosure agreement or are otherwise bound by confidentiality obligations in substance similar to the provisions hereof. The receiving Party shall prevent the unauthorized use, disclosure, dissemination or publication of such Confidential Information using at least the same degree of care that the receiving Party uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

10.2   The obligations of the Parties under Section 10.1 shall not apply to the extent of any disclosure required pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving Party has provided prompt notice and assistance to the disclosing Party prior to such disclosure, so that such Party may seek a protective order or other appropriate remedy to protect against disclosure.

10.3   Any breach of the confidentiality obligations set forth in this Section 10 would constitute a material breach of this Agreement, which the breaching Party acknowledges would cause irreparable harm to the non-breaching Party, leaving it without an adequate remedy at Law. As such, any such breach shall entitle the non-breaching Party to injunctive relief in addition to all other remedies, without necessity of posting of a bond or other security in connection therewith. The preceding sentence is not intended, nor shall it be construed, to limit a Party's right to dispute the factual basis underlying any contention that it has committed any breach.

10.4   This Section 10 will remain in effect during the term of this Agreement and for a period of five (5) years following termination or expiration of this Agreement for any reason, except with respect to any Confidential Information of Company contained in or constituting Company Software, for which this Section 10 will remain in effect indefinitely.

10.5   In the event that the provisions of this Section 10 are inconsistent with the provisions of any applicable non-disclosure (or comparable) agreement separately executed by the Parties, then the terms of this Section 10 shall govern with respect to Confidential Information disclosed in connection with the subject matter of this Agreement.

11.   Proprietary Rights.

11.1   As between the Parties, all Intellectual Property Rights in and to any Customer Extensions are and shall remain the sole property of Customer and its Affiliates, as applicable, and Company shall acquire no right of ownership or use with respect thereto, except that Company and its Affiliates and their respective employees and agents shall have the right to reproduce, modify, use, host, transmit and display the same in connection with Company's provision of Maintenance & Support Services.

11.2   As between the Parties, all Intellectual Property Rights in and to the Licensed Software and other Company IP are and shall remain the sole property of Company and its Affiliates and their respective licensors, as applicable, and Customer shall acquire no right of ownership or use with respect thereto except for the limited license right specified in Section 3. Without limiting the foregoing, Customer acknowledges that the Licensed Software and the inventions, know-how and methodology embodied therein are proprietary to, and are the valuable trade secrets of, Company and its Affiliates and licensors, as applicable, and constitute Confidential Information of Company.

11.3   Customer, Customer)9 Affiliates or Authorized Users may from time to time provide Company with suggestions, comments, recommendations and/or feedback regarding the Software Products and/or Company's related technologies ("Feedback") Any and all Feedback is and shall be given entirely voluntarily and without compensation. As between the Parties, all Feedback shall be exclusively owned by Company and Company shall be freely entitled to reproduce, prepare derivative works of, disclose to third

Persons, display and perform (publicly or otherwise), sell, lease, license, distribute, and otherwise use and exploit any and all such Feedback, at its sole discretion, without obligation or liability of any kind to Customer or to any other Person.

12   Force Majeure.

If either Party is unable to perform any obligation (excluding any payment obligation) under this Agreement because of any matter beyond that Party's reasonable control, such as any act of God, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of either Party), acts of local or central government or other competent authorities, problems with telecommunications providers, hostile network attacks, issues caused by Third Party Application or other events beyond a Party's reasonable control (each "Force Majeure Event"); that Party will have no liability (including any obligation to issue refunds or credits) to the other for such failure to perform; provided, however, that such Party shall resume performance promptly upon removal of the circumstances constituting the Force Majeure Event.

13   Publicity.

Customer hereby grants Company the right to issue a press release announcing that Customer has become a customer of Company, and to reproduce and display Customer's name, logo and trademarks on Company's website and in brochures, social media and other marketing materials for the purpose of identifying Company's relationship with Customer. Except as provided in the preceding sentence, all media releases, public announcements and public disclosures by either Party relating to this Agreement or its subject matter shall require the mutual approval of the Parties.

14   Additional Customer Representations and Covenants.

Customer shall, and shall ensure that its directors, officers, employees, agents and Affiliates, at all times (a) comply with all Laws applicable to this Agreement, Customer's performance of its obligations hereunder and use of the Licensed Software and (b) not engage in any activity involving the Licensed Software or this Agreement that violates any Law, including any Trade Restriction (as defined below), or may cause Company to violate any Law, including any Trade Restriction. Customer represents and warrants to Company, and covenants and agrees at all times, that none of it, its Authorized Users, owners, subsidiaries and its and their directors, officers, employees, agents and Affiliates is a person or entity designated in or subject to any Law, including Laws administered by the Office of Foreign Assets Control of the United States Department of the Treasury, the Export Administration Regulations administered by the United States Department of Commerce, or Laws administered by any other foreign, federal or state governmental authority, imposing economic sanctions on trade embargoes ("Trade Restrictions") against countries ("Embargoed Countries") and persons or entities ("Embargoed Targets). Without limiting the foregoing, Customer is not and has never been an Embargoed Target, owned or controlled, in whole or in part, by an Embargoed Target, or conducted business in any Embargoed Country or with any Embargoed Target. Customer has not received or been offered any unlawful bribe, kickback, payment, gift or thing of value from any of Company, its subsidiaries or its or their directors, officers, employees or agents in connection with this Agreement.

15   General Provisions.

15.1   Company shall have the right to modify any of the terms or conditions of this Agreement from time to time, provided that no such modification shall take effect until the start of the next License Period following Company's notice to Customer of such modification sent no later than sixty (60) days prior to the start of such License Period. Customer's failure to object to such modification and/or terminate this Agreement pursuant to Section 9.1 within thirty (30) days after its receipt of such modification notice shall constitute Customer's acceptance of such modification. Except as set forth in this Section 15.1, no waiver or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party. Any forbearance or delay on the part of either Party in enforcing any of its rights under this Agreement shall not be construed as a waiver of such right to enforce the same for such occurrence or any other occurrence.

15.2   This Agreement shall be governed by, and construed in accordance with, the Law of Company's country of incorporation, without regard to its choice of Law principles. Any litigation between the Parties concerning this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts in Company's country of incorporation. Nothing contained in this Section 15.2 shall prevent either Party from seeking injunctive relief from any court of competent jurisdiction.

15.3   Neither Party shall assign or otherwise transfer this Agreement or delegate any duty or assign or otherwise transfer any right hereunder, including by operation of Law, without the prior written

consent of the other Party in each case. Notwithstanding the foregoing, Company may freely assign or otherwise transfer this Agreement without Customer's consent to any Affiliate or in connection with a merger, corporate reorganization or sale of all or substantially all of Company's business or assets to which this Agreement relates. Any purported assignment or transfer in contravention of this Section 15.3 shall be null and void ab initio. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

15.4   Unless otherwise specified in this Agreement, any notice required or permitted to be sent under this Agreement shall be sent, in writing, by certified mail (return receipt requested), overnight courier or personal delivery, to Company or to Customer. Such notices shall be effective when received.

15.5   If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision(s) shall be replaced by a valid, legal and enforceable provision or provisions that comes closest to the intent of the Parties underlying the invalid, illegal or unenforceable provision(s).

15.6   The headings and other captions in this Agreement are for convenience only and shall not be used in interpreting, construing, or enforcing any of the terms of this Agreement. The words "including", "include" and "includes, and the phrases "by way of example", 'such as" and "for example" when used in this Agreement shall be deemed to be followed by the words "without limitation".

15.7   This Agreement does not create or evidence a partnership, joint venture or any other fiduciary relationship between the Parties. The Parties are independent, and each has sole authority and control of the manner of, and is responsible for, its performance of this Agreement. Neither Party may create or incur any liability or obligation for or on behalf of the other Party, except as described in this Agreement.

15.8   This Agreement constitutes the entire agreement between Parties with regard to the subject matter hereof and supersedes any and all previous communications, whether oral or written, as well as any previous memoranda of understanding and side letters between the Parties with respect to such subject matter.

Maintenance & Support Policy – Software Products

INTRODUCTION

This Maintenance & Support Policy forms part of the Proxima Cloud CRM License Agreement to which it is attached (the "Agreement) and sets forth certain supplemental terms and conditions applicable to Company's provision of Maintenance & Support Services with respect to the Licensed Software. Unless otherwise defined herein, any capitalized terms defined in the Agreement and used herein will have the same meaning specified in the Agreement.

MAINTENANCE & SUPPORT SERVICES

During the License Period, Company shall make available to Customer, at no additional charge, standard technical support as specified in this Section with respect to the Licensed Software.

Maintenance & Support Services shall only be provided to Customer-designated employees, administrators and/or coordinators list of which shall be agreed by the Parties and such list shall contains not more than 5 (five) persons at a time. Request relating to change such designated person should be made via supportcrm@proximaresearch.com.

Company will use commercially reasonable efforts to provide an Error Correction for any Error reported to Company by Customer in accordance with the Support Request procedures set forth below, with fully documented and reproducible examples of the reported problem. Company will also make available to Customer during the License Period, at no additional charge, each new Release of the Licensed Software that Company makes available to its customers generally as part of their paid license subscription for the same Software Product(s) as the Licensed Software, but specifically excluding any new products, offerings, applications or add-ons for which Company charges a separate fee, unless Customer separately purchases a license thereto. Unless otherwise specified in this Agreement, Customer will be solely responsible for providing and maintaining a computing environment appropriate for and compatible with the Licensed Software, including all necessary server hardware, operating system software, backup systems and other necessary infrastructure, as well as the installation and implementation into Customer's computing environment of each Error Correction and Release made available by Company.

CERTAIN EXCLUSIONS

Notwithstanding anything to the contrary contained herein, the following shall be excluded from the scope of the Maintenance & Support Services, except to the extent otherwise agreed by the Parties in writing (such as, pursuant to a Statement of Work for Professional Services):

(a)   Any issue which, following investigation by Company, is determined not to be an Error in the Licensed Software, including issues related to hardware configuration and support, operating systems or other third party software products or the failure to install or operate the Licensed Software in accordance with its Documentation;

(b)   Any issue related to software or services for which Company does not provide support and maintenance services to its customer;

(c)   Any issue related to Customer Extensions, except to the limited extent set forth above in connection with Development Support;

(d)   Any issue related to alterations or modifications to the Licensed Software made by anyone other than Company or its authorized representatives;

(e)   Any issue related to Customer's or its Affiliates' failure to install or have installed an Error Correction or Release made available by Company;

(f)   Maintenance or support services for a Release issued more than two (2) years prior to the date of the support request, unless such Release remains the most current Release;

(g)   Any Professional Services.

CUSTOMER COOPERATION

Customer shall cooperate fully with Company in Company's provision of the Maintenance & Support Services, including by providing Company, in a timely fashion, with such assistance and access to such Customer premises, systems, personnel and information, each as shall be reasonably required for the

performance by Company of the Maintenance & Support Services. Without limiting the foregoing, remote access to Customer's servers is of considerable assistance to Company's efforts to isolate the cause of issues and identify and correct Errors. In the absence of such remote access, (i) Customer will be required to provide additional assistance to Company in connection with its efforts to identify and correct Errors, and (ii) if Company determines that onsite support is required in connection with any such efforts, then Company shall be excused of any further obligations hereunder with respect to the issues or Errors concerned, unless and until otherwise agreed by the Parties in writing (such as, if the Parties enter into a Statement of Work covering such onsite support).

SUPPORT SLAs

All requests are classified into different levels of service. Levels of service differ with response time to requests (and other parameters) and depend on the customer category and/or category of its problems.

Issues are categorized according to the following levels:

Level 1 – Urgent. An urgent issue is one that causes irrecoverable system error, or data corruption errors on Licensed Software recovery from a crash. The application is unavailable for use. (For instance, server issue, critical bandwidth issue, Job Failures etc.).

Level 2 – High. An issue where the Licensed Software is fundamentally available but certain business-critical actions are not available or cause data corruption errors. It can be a bug, synchronization issues if a particular group of people are impacted.

Level 3 – Medium. An issue where an element of the application does not function according to the specification but which is either not business critical or for which a practical workaround is available. It can be a bug or configuration issue.

Level 4 – Low. Nothing is fundamentally broken in the application but certain actions cannot be performed on the application end. For example, actions with users, transfer of responsibility/polygons between users, opening a visit for editing, configuration change, etc.

Level 5 – Low and requires development. All the Adaptation / Change / Improvement Requests – all desired features / functionality changes of applications that are missing or are nice to have to improve overall performance and usage experience.

Issue first response time:

a)   For level 1 issues Party 2 will provide first response within 4 (four) business hours.

b)   For level 2 issues Party 2 will provide first response within 12 (twelve) business hours.

c)   For level 3 issues Party 2 will provide first response within 24 (twenty four) business hours.

d)   For levels 4 and 5 Party 2 will provide first response within 48 (forty eight) business hours.

At the same time questions that cannot be solved by using the existing functionality of the Licensed Software, as well as the development of analytical reports, shall be submitted to the Commercial Department for review and evaluation of potential application/implementation.

a)   Within the technical support the following issues are solved:

b)   Advice on installing the Licensed Software on the user's local computer.

c)   Guidance on typical problems that arise during the installation.

Within the technical support the following issues are solved:

a)   General advice on choosing the server software to provide higher performance of the projects.

b)   Party 2 would be responsible for ensuring the scalability and performance of the system as it grows.

Within the technical support the following issues are solved:

a)   Licensed Software update problems are identified and solved.

b)   Assistance in troubleshooting, if updates are installed incorrectly.

The technical support does NOT resolve the following questions:

a) Questions related to explanation of the general programming issues.

b) Questions related to repairing of the users equipment, such questions should be sent to the appropriate service center.

c) Questions related to the work of outsiders or operation of the Internet, such questions should be sent to the manufacturer of the software or ISP.

SUBMITTING A SUPPORT REQUEST

Prior to submitting an Error report or other request for Maintenance & Support Services (each "Support Request"), a Customer Designated Representative is expected to consult the relevant Documentation and the Knowledge Base at https://learn.proximaresearch.com/hc. If the Customer Designated Representative is unable to resolve the issue by referencing the Documentation and Knowledge Base, then the Customer Designated Representative may submit a Support Request to the Company service center via "Help&Support" module available in the supplied software or by e-mail to supportcrm@proximaresearch.com.

When submitting a Support Request, the Customer Designated Representative must furnish Company with all information and assistance needed by Company to address the reported issue, including by promptly furnishing sample input and output, providing assistance in isolating and reproducing the suspected Error, performing diagnostics and tests requested by Company, and carrying out any required remedial tasks requested by Company.

No Support Request may be initiated by a Customer Designated Representative directly to any Company engineering or professional services personnel or otherwise bypass the Company support service center. This includes all telephone, fax, or e-mail contact of any kind of subject. Company's support service center personnel will be solely responsible for determining if and when any Support Request should be referred to other Company engineering or professional services personnel.