PATRONUS AI ENTERPRISE LICENSE AGREEMENT

This Enterprise License Agreement (this "**Agreement**"), effective as of [DATE] (the "**Effective Date**"), is by and between Patronus AI, Inc., a Delaware corporation ("**Licensor**"), and [NAME], a [STATE] [ENTITY TYPE] ("**Licensee**"). Licensor and Licensee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.   Definitions.

a. "**Add-Ons**" means new features, capabilities, and programs for the Software that Licensor may develop from time to time and make available to Licensee for an additional fee, but that are separate from Maintenance Releases and New Versions.

b. "**Aggregated Statistics**" means data and information related to the provision, performance, and Licensee's use of the Software.

c. "**Authorized User**" means Licensee's employees, consultants, contractors, and agents who are authorized by Licensee to access and use the Software under the rights granted to Licensee pursuant to this Agreement, which authorization shall be presumed by Licensee making the Software available to a user in any manner.

d. "**Licensee Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Licensee or an Authorized User through the Software.

e. "**Documentation**" means Licensor's user manuals, handbooks, and guides relating to the Software provided by Licensor to Licensee.

f. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

g. "**Licensor IP**" means the Software, the Documentation, and any and all intellectual property provided to Licensee or any Authorized User in connection with the foregoing, plus (i) all improvements, enhancements, Maintenance Releases, changes, or modifications thereto, (ii) any software, applications, inventions, or other technology developed in connection with the Software or Documentation, and (iii) all Intellectual Property Rights related to any of the foregoing. For the avoidance of doubt, Licensor IP includes Aggregated Statistics and any information, data, or other content derived therefrom, but does not include Licensee Data.

h. "**Maintenance Releases**" means any updates, bug fixes, patches, or other adaptation or modification of the Software, including any updated Documentation, that Licensor may provide to Licensee from time to time during the Term, but does not include any New Version.

i. "**New Version**" means any new version of the Software that Licensor may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Licensor's designation of a new version number), and which Licensor may make available to Licensee at an additional cost under a separate written agreement.

j. "**Software**" means the product described in Exhibit A, including any Maintenance Releases and Add-Ons provided to Licensee pursuant to this Agreement.

    2.   License and Use.

a. License Grant. Subject to and conditioned on Licensee's payment of Fees and compliance with all other terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable (except in compliance with the express provisions of this Agreement) license during the Term to: (i) use the Software solely for Licensee's internal business purposes up to the number of Authorized Users set forth in Exhibit A; and (ii) use and make a reasonable number of copies of the Documentation solely for Licensee's internal business purposes in connection with Licensee's use of the Software.

b. Use Restrictions. Licensee shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

c. Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Licensor IP.

d. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Licensor may collect and compile Aggregated Statistics based on Licensee Data inputted into the Software. As between Licensor and Licensee, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Licensor, and Licensee agrees that Licensor may use Aggregated Statistics to the extent and in any manner permitted under applicable law, including, without limitation, to compile statistical and

performance information, to improve and enhance the Software or develop Maintenance Releases, New Versions, and Add-Ons, and for other development, diagnostic, and corrective purposes in connection with the Software and other Licensor offerings, provided that such use does not publicly identify Licensee or Licensee's Confidential Information.

e. Amendments to Exhibit A. The Parties may amend the terms of Exhibit A upon mutual written consent (email will suffice), including, without limitation, agreeing to Add-Ons to be provided hereunder. Such amendments may result in additional Fees, which Licensee agrees to by approving an amendment to Exhibit A.

f. Security Measures. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Licensee acknowledges and agrees that: (i) Licensor may use these and other lawful measures to verify Licensee's compliance with the terms of this Agreement and enforce Licensor's rights, including all Intellectual Property Rights, in and to the Software; and (ii) Licensor may deny any individual access to and/or use of the Software on written notice to Licensee if Licensor, in its sole discretion, believes that person's use of the Software would violate any provision of this Agreement, regardless of whether Licensee designated that person as an Authorized User.

3.   Licensee Responsibilities.

a. General. Licensee is responsible and liable for all uses of the Software and Documentation resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Licensee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Licensee will be deemed a breach of this Agreement by Licensee. Licensee shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.

b. Terms of Use. Licensee and all Authorized Users shall agree to Licensor's Terms of Service and Privacy Policy before using the Software.

c. Access. During the Term of this Agreement, Licensee shall provide Licensor with sufficient access to its computers, systems and software where the Software and Documentation are stored and used such that Licensor may, subject to all confidentiality obligations in this Agreement, (i) deliver the Software and Documentation, (ii) monitor Licensee's use of the Software and Documentation for compliance with this Agreement, (iii) collect Aggregated Statistics as permitted in this Agreement, (iv) provide the support services described in Section 4, (v) install Maintenance Releases and Add-Ons and make other changes to the Software and Documentation, (vi) remove all Licensor IP from Licensee's property upon termination of this Agreement, (vii) collect, maintain, process and use diagnostic, technical, usage and related information to improve the performance of the Software, and (viii) otherwise carry out its obligations hereunder.

d. Maintenance Releases. During the Term, Licensor may provide Licensee with Maintenance Releases for the Software or Documentation. All Maintenance Releases provided by Licensor to Licensee are deemed Software. Licensee will install all Maintenance Releases as soon as practicable after receipt. Licensee does not have any right hereunder to receive any Add-Ons or New Versions of the Software that Licensor may, in its sole discretion, release from time to time, except through written agreement by Licensor and Licensee.

e. Security. In addition to Licensee's other obligations under this Agreement, including, without limitation, its confidentiality obligations with regard to the Software and Documentation, Licensee shall take all reasonable measures to protect the Software from data breaches, security leaks, infringement, misappropriation, theft, misuse, and unauthorized use or disclosure.

4.   Licensor Responsibilities.

a. Delivery. Licensor shall deploy the Software and Documentation electronically to Licensee's private infrastructure environment according to the schedule set forth in Exhibit A. Licensee agrees to provide Licensor all access rights, support, and assistance necessary for Licensor to set up and deliver the necessary infrastructure for the Software on the schedule and in the manner agreed by the Parties. For avoidance of doubt, by installing and delivering the Software onto Licensee's online premises, Licensor is not giving or assigning Licensee any rights, including ownership rights, to the Software or Documentation other than the limited license set forth in this Agreement.

b. Support Services. Licensor will provide Licensee with the support services described in Exhibit B attached hereto.

c. Maintenance Releases. Licensor has no obligation to develop or provide any Maintenance Releases or other revisions to the Software or Documentation, and Licensor reserves the right to alter or adjust performance specifications for the Software as it deems necessary or desirable.

5.   Fees and Payment.

a. Fees. Licensee shall pay Licensor the fees ("**Fees**") as set forth in Exhibit A without offset or deduction. Licensee shall make all payments hereunder in US dollars on or before the due date set forth in Exhibit A. Licensor reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Licensee (which may be sent by email). Licensee shall have the right to reject any such change or addition to the charges and Fees by terminating this Agreement upon at least sixty (60) days prior written notice to Licensor, but such notice must be received by Licensor during the thirty (30) day notice period required by Licensor, otherwise the changes and/or additions shall be deemed accepted by Licensee.

b. Late Payments. If Licensee fails to make any payment when due, without limiting Licensor's other rights and remedies: (i) Licensor may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Licensee shall reimburse Licensor for all costs incurred by Licensor in collecting any late payments or interest, including attorneys' fees, court costs, and collection

agency fees; (iii) if such failure continues for fifteen (15) days following written notice thereof, Licensor may prohibit access to the Software until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to the Software.

c. Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

6.   Confidential Information.

a. Definition. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media and whether or not marked, designated, or otherwise identified as "confidential", including, without limitation, Licensor IP and Licensee Data (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party.

b. Obligations. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings.

c. Term. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7.   Intellectual Property Ownership.

a. Licensor IP. Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Licensor IP.

b. <u>Licensee Data</u>. Licensor acknowledges that, as between Licensor and Licensee, Licensee owns all right, title, and interest, including all intellectual property rights, in and to the Licensee Data, as well as any data that is based on or derived from the Licensee Data and provided to Licensee as part of the Software. Licensee hereby grants to Licensor a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Licensee Data and perform all acts with respect to the Licensee Data as may be necessary for Licensor to provide the Software to Licensee, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Licensee Data incorporated within the Aggregated Statistics as permitted under this Agreement.

c. <u>Feedback</u>. If Licensee or any of its Authorized Users sends or transmits any communications or materials to Licensor suggesting or recommending changes to the Licensor IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Licensor is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Licensee hereby assigns to Licensor on Licensee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Licensor is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

8. <u>Disclaimer</u>.

Licensor shall use reasonable efforts consistent with prevailing industry standards to maintain the Software in a manner which minimizes errors and interruptions in the Software. The Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Licensor or by third-party providers, or because of other causes beyond Licensor's reasonable control, but Licensor shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, ALL LICENSOR IP IS PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH REGARD TO THE LICENSOR IP. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ADDITIONALLY, LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSOR IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SOFTWARE, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. <u>Limitation of Liability</u>.

IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH

OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SOFTWARE, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. <u>Indemnification</u>.

a. <u>Licensor Indemnification</u>.

i. Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Licensee promptly notifies Licensor in writing of the claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such claim.

ii. If such a claim is made or appears possible, Licensee agrees to permit Licensor, at Licensor's sole discretion, to (i) modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Licensee to continue use. If Licensor determines that neither alternative is reasonably available, Licensor may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee.

iii. Licensor's indemnification obligations hereunder will not apply to the extent that the alleged infringement arises from: (i) use of the Software or Documentation in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing; (ii) modifications to the Software or Documentation not made by Licensor; or (iii) Licensee Data.

b. <u>Licensee Indemnification</u>. Licensee shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any Losses resulting from any Third-Party Claim that the Licensee Data, or any use of the Licensee Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based

on Licensee's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Software or Documentation in a manner not authorized by this Agreement; (iii) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing; (iv) modifications to the Software not made by Licensor; or (v) use of any version other than the most current version of the Software or Documentation delivered to Licensee. Licensee may not settle any Third-Party Claim against Licensor unless Licensor consents to such settlement, and Licensor will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

c. Sole Remedy. THIS SECTION 10 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. Term and Termination.

a. Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the number of months set forth in the SOW (the "**Initial Term**"). This Agreement will automatically renew for additional successive terms of the same length set forth in the SOW until (i) terminated pursuant to this Agreement's express provisions or (ii) either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

b. Termination. In addition to any other express termination right set forth in this Agreement:

i. Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee: (i) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Licensor's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2(b) or Section 6;

ii. either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach;

iii. either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if either Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

iv.   Licensee may terminate this Agreement by providing written notice to Licensor within five (5) days of the three (3) month anniversary of the Effective Date.

c. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate and Licensee shall immediately discontinue use of the Licensor IP. Additionally, Licensee shall continue all access rights for Licensor for the time period required under Section 3(c) of this Agreement. Upon notice from Licensor that it no longer needs access under Section 3(c), Licensee shall delete, destroy, or return all remaining copies of the Licensor IP in its possession and certify in writing to the Licensor that the Licensor IP has been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination or entitle Licensee to any refund.

d. Survival. This Section 11(d) and Sections 1, 2(d), 3, 6, 7, 8, 9, 10, 11(c), and 12 shall survive any termination or expiration of this Agreement.

12.   Miscellaneous.

a. Entire Agreement. This Agreement and the Exhibit(s) attached hereto, including any additional terms and conditions that may be subsequently attached by written agreement of both Parties represent the entire agreement between the Parties regarding the subject matter hereof and supersede any and all prior agreements between the Parties, whether written or oral, regarding the subject matter hereof.

b. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

c. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

d. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i)

no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

e. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

f. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the County of Alameda, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

g. Assignment. Licensee may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Licensor. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

h. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Licensee, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

i. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto agree to the terms of this Agreement as of the Effective Date.

LICENSOR

_____

Name:
Title:
Date:
Address:
Email Address:

LICENSEE

_____

Licensee Name:
Signatory Name:
Title:
Date:
Address:
Email Address:

EXHIBIT A

Capitalized terms used but not defined in this <u>Exhibit A</u> have the meaning given to those terms in the Agreement.

A. DESCRIPTION OF SOFTWARE: [DESCRIPTION]

B. FEES: $XXXX per month.

C. AUTHORIZED USERS: Unlimited.

D. INITIAL TERM LENGTH: 12 months.

E. DELIVERY SCHEDULE: [DESCRIBE, INCLUDING EITHER ACTUAL DATES OR X DATES FROM EFFECTIVE DATE OF AGREEMENT]

EXHIBIT B

Support Services