This SHIFT™ License Agreement ("Agreement") is entered into and effective as of the last date of signature to this Agreement, between "Licensor", APPLIED INSIGHT, LLC, and "Licensee", an entity identified at the end of this Agreement and more fully described in Exhibit A to this Agreement.

1. **Definitions** - The following definitions shall apply to these terms and conditions ("this Agreement"):
   a. **"Aggregate Information"** means data recorded by "SHIFT™," the Licensor system, in the course of providing Services that is combined to show general usage trends without identifying individuals within the data.
   b. **"CSP"** means Cloud Service Provider.
   c. **"Confidential Information"** refers to both the Licensor Confidential Information and the Licensee Confidential Information.
   d. **"Containers"** means a standard unit of software that packages up code and all its dependencies so the application runs quickly and reliably from one computing environment to another; a lightweight, standalone, executable package of software that includes everything needed to run an application: code, runtime, system tools, system libraries and settings.
   e. **"Defect"** refers to any malfunction, bug, failure, defect, or nonconformity in the Software that prevents it from operating according to the relevant Specifications and Documentation.
   f. **"Documentation"** means available functional specifications, reference manuals, user guides, and any other documents or materials (if any, and including any modifications thereto), supplied in any form, medium, or language by Licensor to the Licensee pursuant to this Agreement.
   g. **"Intellectual Property Rights"** refers to patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
   h. **"Licensee Enterprise Server(s)"** refers to the computer(s) or computer space(s) that the Licensee has dedicated to hosting the Software.
   i. **"Licensor Materials"** means any licensor or third party software, programs, tools, systems, data, proprietary information, or materials owned or controlled by Licensor.
   j. **"Licensor Platform"** means any proprietary software platform used by Licensor to provide the Services purchased by Licensee under this Agreement, including "SHIFT™."
   k. **"Malicious Code"** means viruses, worms, time bombs, cancel bots, Trojan horses, and other harmful or malicious code, files, scripts, agents, or other unwanted computer programming routines.
   l. **"Services"** means the proprietary software-based services provided by Licensor to Licensee.
   m. **"Software"** refers to any computer program, operating system, firmware, applications system, or other code of any kind, whether operational, under development, or inactive, along with all object code, source code, data files, rules, data collections, diagrams, protocols, specifications, interfaces, definitions, and methodologies derived from them, as well as any enhancements, updates, customizations, and derivatives of the above. This definition also covers processes, operating procedures, technical manuals, user manuals, and other related documentation, whether in machine-readable form, programming language, or any other language or symbols, stored in any media. Additionally, it includes Licensor's proprietary software that is provided to the Licensee to test and validate its software against a unique set of software code and network configurations developed by the Licensor within the CSP cloud computing service, including any Updates and Work Product, along with any other software licensed to the Licensee by the Licensor under this

Agreement, all Documentation, and all related graphics, text, data, reports, code, specifications, memos, content, software (including source code), scripts, data files, drawings, documentation, artwork, illustrations, graphic designs, information, photographs, images, audio, and video materials, in any format or medium. However, the Licensee has no right under this Agreement, even if the Licensor breaches it, to receive the source code of the Software.

n. **"Specifications"** refers to the design, form, functionality, or performance requirements as described in published descriptions of the Software.

o. **"Third Party"** means a person or entity other than Licensor or Licensee that is not a Party to this Agreement.

p. **"Update"** refers to all modifications, workarounds, patches, scripts, or revisions that the Licensor provides to its licensees with the purpose of (i) enhancing or repairing the Software's existing features and functions; (ii) ensuring that the Software remains compatible with new releases of existing systems (including hardware, operating systems, and middleware) and external services through standardized interfaces; or (iii) complying with relevant laws, regulations, industry standards, or market practices. The definition of Updates excludes any new versions or generations of the Software. The Licensor is not obligated to provide any Updates under this Agreement, and any such Updates are solely at the Licensor's discretion and may be subject to a fee.

q. **"Work Product"** refers to all types of original works and their copies, including but not limited to graphics, text, data, reports, code, specifications, memos, content, software (including source code), scripts, data files, drawings, documentation, artwork, illustrations, graphic designs, information, photographs, images, audio, and video materials, regardless of their format or medium, which are created, developed, designed, or intended for creation by the Licensor under this Agreement, and which include all associated intellectual property rights.

2. **Technical Services** - Subject to payment of fees set forth in the associated Subscription Order document, Licensor shall provide the following Services to the Licensee:

a. **Web Application**. Licensor shall provide Licensee access to a web application that will provide the ability to create and maintain user accounts, projects, and subscriptions and access to data analytics dashboards for analyzing web traffic captured by the SHIFT™ Platform, based on subscription purchased.

b. **Service Availability**. Licensor shall use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for (1) planned downtime and/or (2) Force Majeure events as set forth in Section 11.k. hereof. Notwithstanding anything to the contrary contained in this Agreement, Licensor cannot guarantee or promise that CSP services/products used in these Services will be timely, uninterrupted, or continuous. The Licensee understands and agrees that Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to injury or death to persons or damage or harm to property or business.

c. **Compliance with Law**. Licensor shall provide the Services only in accordance with applicable laws and government regulations.

3. **Proprietary Rights**

a. **Licensor**. The Licensor Materials, which include the Software, are the exclusive property of the Licensor or Licensor's licensors, and all rights, titles, and interests, including but not limited to all intellectual property rights, belong to the Licensor or Licensor's licensors. This Agreement does not transfer any rights to the Licensor Materials, including the Software, to the Licensee or any third party except for the limited license explicitly stated in this Agreement.

b. **Licensee**. The Confidential Information of the Licensee is the exclusive property of the Licensee, and

all rights, titles, and interests, including but not limited to all intellectual property rights, to such belong to the Licensee.

4. **License**
   a. **Grant**. Provided that all fees in Exhibit A are paid on time during the term of this Agreement, Licensor is granting the Licensee a limited, non-sublicensable, non-transferable, terminable, non-perpetual, and non-exclusive license to access and use the Licensed Platform, and to create reports using the Software within the United States, for internal business operations according to the terms of this Agreement. All requests to use Licensed Platform outside of the United States require prior written consent from the Licensor. The Licensee cannot allow any third party to use the Licensed Platform without obtaining prior written consent from the Licensor. The Licensor retains all rights to the Licensed Product and any future versions or generations that they may develop are not covered by this license.

   b. **Use (Licensee Responsibilities)**. The Licensee shall:
      (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Licensor Platform, and notify Licensor promptly of any such unauthorized access or use;
      (ii) use the Licensor Platform only in strict compliance with the subscription purchased;
      (iii) use the Licensor Platform only in accordance with the Documentation and applicable laws and regulations;
      (iv) provide such records and such access (including without limitation, access upon reasonable prior notice to any physical location of Licensee) to audit such records and to obtain such information as Licensor reasonably determines is necessary to verify Licensee's compliance with this Agreement;
      (v) take full responsibility for all workloads, software, code, data, and any other content within their CSP account; and
      (vi) take the appropriate safeguards to protect sensitive data.

   c. **Use (Licensee Acknowledgment)**. The Licensee acknowledges that:
      (i) by inputting their CSP credentials and/or role(s), they are allowing the SHIFT™ platform to make CSP API calls on their behalf;
      (ii) by using a template provided to them through the use of the SHIFT™ platform to launch resources in their CSP Account that they are creating an internal connection to the SHIFT™ platform when self-hosted, and an external connection to the SHIFT™ platform when procured as a Software-as-a-Subscription (SaaS), and are allowing SHIFT™ to accept the requests between the SHIFT™ platform and the network created by the template; and
      (iii) the CIDR block associated with their project will be held until 30 days after a project has been disabled; after that date, the CIDR block will be released and disassociated with the project. If a project is reactivated or re-enabled after being disabled for 30 days, a new CIDR block will be assigned.

   d. **Restrictions**. Licensee shall not, and shall not allow any third party to:
      (i) disclose, distribute, use, access, rent, modify, copy, reproduce, or sell any part of the Licensor Materials except as expressly stated in this Agreement**;**
      (ii) use the Licensor Platform to store, transmit or disseminate Malicious Code;
      (iii) create derivative works based on the Licensor Platform; encumber or otherwise transfer or attempt to transfer this Agreement or any rights hereunder except as provided herein;
      (iv) copy, frame, or mirror any part or content of the Licensor Platform, or otherwise for its own internal business purposes; tamper with, bypass, or alter any security feature of the Software;
      (v) modify, translate, adapt, publish, display, disclose, create derivative works from, decompile,

reverse engineer, disassemble, or otherwise reduce the Software or Containers to source code or any other human-perceivable;

(vi) access the Licensor Platform in order to build a competitive product or service.

(vii) interfere with or disrupt the integrity or performance of the Licensor Platform or access, copy, download, delete, or damage any third party data contained therein, or

(viii) attempt to gain unauthorized access to the Licensor Platform or any related systems or networks.

(ix) engage in actions that are in violation of the terms and conditions set forth in this Agreement; or

(x) use the Licensor Materials in any manner that is false, inaccurate, unlawful, harmful, threatening, abusive, harassing, unwanted, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable, including but not limited to, transmitting or producing any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or standard, or ethical practice in the industry. The Licensee shall not engage in any Prohibited Conduct or assist others in doing so. The determination of whether the Licensee has breached this section shall be made at Licensor's sole discretion. Licensor reserves all rights not expressly granted to the Licensee under this Agreement.

e. **Ownership**. The Licensee grants the Licensor permission to use, copy, and create new works based on the Confidential Licensee Information solely to fulfill the Licensor's obligations. Licensee agrees that Licensor will retain ownership of all right, title, and interest in and to any of Licensor's pre-existing proprietary tools and techniques that are owned and will be utilized by Licensor to conduct the Services for Licensee. Further, Licensor shall be the sole owner of all inventions, discoveries, improvements, or enhancements relating to such proprietary tools and techniques (including without limitation any other computer program that constitutes a "derivative work" of the Licensed Software within the meaning of the definition set forth in Section 101 of the U.S. Copyright Act) whether in written or unwritten form and which are developed in the course of performing the Services, and of all methodologies, techniques and know-how resulting from the use of such proprietary tools and techniques. Such proprietary tools and techniques include but are not limited to Licensor's classified and restricted cloud emulator, as well as other processes and methodologies Licensor will utilize to provide testing, installation, and troubleshooting services. The Licensor reserves all rights not specifically granted in this Agreement, and no licenses are implied or granted to the Licensee unless expressly stated in this Agreement.

f. **Monitoring**. The Licensor retains the right to monitor and audit the Licensee's use of the Software when a SaaS subscription is procured. If the Licensor suspects or determines that the Licensee is breaching the terms and conditions of this Agreement, the Licensor may restrict or terminate the Licensee's use of the Software at its sole discretion.

g. **Notices**. Any and all copies of the Software must include the Licensor's proprietary notices, which consist of trademark, service mark, trade name, copyright, or patent notices, in the exact form and content they appear in the Software. The Licensee must not modify, alter, or remove any proprietary notices or confidentiality legends included in or attached to the Software. The Licensor will solely benefit from any goodwill resulting from the use of such notices.

h. **Self-Hosted (when applicable).**

(i) **Minimum System Requirements**. The Licensee's computer system must fulfill the Minimum System Requirements outlined in Exhibit B (if applicable), which is attached and considered a part of this Agreement. The Licensor reserves the right to modify the Minimum System

Requirements at its sole discretion, and any such changes will take effect immediately upon written notice to the Licensee. The Licensee is responsible for providing the necessary Minimum System Requirements, including incurring any expenses associated with them, as well as establishing any remote connectivity required for accessing and using the Software and providing more resources to the system as necessitated by the Licensee's usage.

(ii) **Keys**. The Licensor will supply the Licensee with Product Keys and Encryption Keys, collectively named "Keys," that are required for accessing the Software. The Licensee acknowledges that all Keys are considered Licensor Confidential Information and must be kept strictly confidential. The Licensee is authorized to utilize the Keys solely for accessing the Software as stated in this Agreement and for no other purposes.

5. **Support Services**
   a. **Installation Services**. Licensor is not responsible for installing the Software on the Licensee Enterprise Server(s), if applicable.
   b. **Updates**. Throughout the duration of the Agreement, and subject to the conditions outlined herein, the Licensor is authorized to offer Updates, including those required to fix any Software disruptions caused solely by Software-related problems. For self-hosted subscriptions, Licensee will be required to apply any updates to ensure Licensee is continuing to use latest version of the Software.
   c. **Onboarding and Training**. The Licensor may provide Licensee with an initial onboarding session, either virtually or via documentation. Licensor may offer supplementary training for an extra fee.
   d. **Technical Support Services**. Upon full payment of all relevant fees, the Licensee is entitled to technical support in the form of email or telephone responses during the Licensor's regular business hours, excluding holidays observed by the Licensor. All technical support must be requested by the Licensee's technical contact when self-hosted, or by the named users for SaaS, and must be limited to routine questions concerning the Software's functionality. If more comprehensive technical support or additional Software training is required after the initial Training, the Licensor may provide such training through the procurement of additional Professional Services units.
   e. **Cooperation**. The Licensee acknowledges that some of the Licensor's services or obligations under this Agreement may rely on specific data, information, or assistance provided by the Licensee from time to time ("Cooperation"), and that such Cooperation may be essential to the Licensor's performance of services. The Parties agree that any delay or failure by the Licensor to provide services due to the Licensee's failure to provide timely Cooperation requested by the Licensor shall not be considered a breach of the Licensor's performance obligations under this Agreement.
   f. **Professional Services**. Upon request, the Licensor may provide consulting services to assist the Licensee in the Licensee's preparation of its project for the target environment through procurement of Professional Services units. The Licensee shall reimburse the Licensor for lodging and travel, as well as materials and related expenses.

6. **Fees and Payments**
   a. **License Fees**. The Licensee is responsible for paying all fees specified in Exhibit A ("Fees"). All Fees shall be due prior to issuance of any subscription or subscription renewal. The Licensee must pay each invoice within 30 days of the invoice date. If any payment is not made on time, Licensor may suspend the Licensee's use of the Software or terminate the Agreement without notice. If the Licensee's account becomes delinquent, Licensor may charge the Licensee for all collection costs, including collection agency fees, attorneys' fees, and court costs. The Licensee must pay all Fees to use the Software, which is not shareware or freeware.
   b. **Payments (and Expenses)**. If the Licensee requests technical assistance services at their premises, they must pay for all reasonable and necessary travel, food, lodging, and related expenses (including

costs for any Professional Service Units procured. All Fees and other amounts owed to Licensor must be paid in full in US currency within 30 days of the invoice date. The Licensee is solely responsible for paying any Taxes related to this Agreement, except for Taxes based on Licensor's income. The Licensee has no right of offset or withholding under this Agreement.

7. **Confidentiality**

   a. **Licensor Confidential Information**. Licensor Confidential information consists of any confidential or proprietary information, as well as trade secrets of Licensor, in any form or media, concerning Licensor or Licensor's business. This includes, but is not limited to, information related to Licensor's intellectual property, technology (whether licensed or owned), Software (including all programs, code, documentation, configurations, and information or data contained therein), research and development, systems, business plans, business operations, strategies, financial information, technical information, customers, customer lists, suppliers, operating policies, and procedures. It also encompasses any third party information that Licensor is obligated to keep confidential.

   b. **Licensee Confidential Information**. Licensee Confidential Information consists of all confidential and proprietary information, including any related intellectual property rights, that Licensee discloses to Licensor in connection with the performance of this Agreement.

   c. **Confidentiality**. As used in this Agreement, the term "Confidential Information" means all the Licensor Confidential Information and the Confidential Licensee Information. However, Confidential Information does not include information that: (i) the receiving Party already knows at the time of disclosure; (ii) the receiving Party independently develops without using the disclosing Party's Confidential Information; (iii) becomes part of the public domain without breaching this Agreement; (iv) the disclosing Party approves for public disclosure; or (v) the receiving Party lawfully obtains from a source with the right to disclose such information. The receiving Party has the burden of proving any exceptions outlined in (i) to (v) above.

   d. **Required Disclosures**. If the receiving Party is legally compelled to disclose any of the disclosing Party's Confidential Information, to the extent it is legally permissible it shall promptly notify the disclosing Party, so that the disclosing Party may seek a protective order. If such order is not obtained, the receiving Party shall furnish only the portion of the Confidential Information legally required to furnish, as determined by the receiving Party's counsel. The receiving Party shall assist the disclosing Party in obtaining a protective order or other remedies to protect the confidentiality of the information.

   e. **Obligations**. Each Party acknowledges that it may receive Confidential Information from the other Party and that such information is the exclusive property of the disclosing Party. The receiving Party shall keep the disclosing Party's Confidential Information confidential, and shall not remove any proprietary or restrictive notices, copy, or modify any Confidential Information, disclose it to a third party without prior written consent, or use it for its own benefit or the benefit of any third party. The receiving Party shall keep the Confidential Information secure and maintain it no less protectively than its own Confidential Information.

   f. **Limitations on Disclosure**. The receiving Party may disclose Confidential Information to its employees or agents on a need-to-know basis for the purpose of performing its obligations under this Agreement. Before any disclosure, such agents must have agreed in writing to treat and use all Confidential Information consistently with this Agreement. No licenses under either Party's intellectual property rights are granted, except as expressly set forth in this Agreement.

   g. **Return of Confidential Information**. Upon termination, cancellation, or rescission of this Agreement, the receiving Party shall surrender and deliver all Confidential Information to the

disclosing Party or destroy it and provide satisfactory evidence of such destruction within one month.

h. **Disclosure of Software Constitutes Incurable Material Breach**. The Licensee agrees that any disclosure of the Software to a third party in violation of this Agreement constitutes a material and incurable breach of this Agreement. Such breach will result in the automatic termination of this Agreement and all licenses granted to the Licensee. The Licensee will be strictly liable for all damages to the Licensor that result from such a disclosure.

8. **Representations and Warranties**

 a. **Licensor.**

 (i) **Licensor's Limited Warranty**. LICENSOR WARRANTS THAT THE LICENSED SOFTWARE, IN UNMODIFIED FORM AND WHEN USED AS AUTHORIZED BY THIS AGREEMENT, WILL CONFORM IN ALL MATERIAL RESPECTS TO THE PRODUCT SPECIFICATIONS. LICENSOR MAKES NO OTHER WARRANTIES OR REPRESENTATIONS RELATING TO THE LICENSED SOFTWARE OR ITS PERFORMANCE OR WITH RESPECT TO THE LICENSED DOCUMENTATION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

 (ii) **Licensor's Warranty Obligations; Limitations of Limited Warranty**. If the Limited Warranty provided in Section 8.a.(i) of this Agreement is breached, the Licensor's only liability and the Licensee's exclusive remedy is to exchange the defective Licensed Software or to receive a cash refund for the purchase price of the Licensed Product, less any discounts or credits previously received by Licensee for the Licensed Software, at the option of the Licensor.

 (iii) The Limited Warranty provided in Section 8.a.(i) of this Agreement does not apply to problems resulting from improper installation of the Licensed Software, modification of the software not performed by the Licensor, malfunctions in computer hardware or software not provided by the Licensor, accidents or neglect of the Licensee, misuse of the software, use of the software with data of any entity other than Licensee, or power surges or failures at the designated location.

 (iv) The Licensor does not guarantee that the Licensed Software will meet the Licensee's requirements, operate uninterrupted, be error-free, or have all defects corrected, including any changes or modifications made by the Licensee.

 (v) **Limitation of Liability; Actions**. The remedies outlined in Section 8.a.(ii) are the Licensee's sole and exclusive remedies for any breach of warranty by the Licensor. LICENSOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES OF ANY SORT, EVEN IF LICENSOR HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, (a) ANY DAMAGES FOR LOST PROFITS, OR (b) ANY DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF DATA. UNDER NO CIRCUMSTANCE SHALL THE LICENSOR BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE LICENSE FEES PAID BY THE LICENSEE FOR THE LICENSED PRODUCT THAT IS THE SUBJECT OF A WARRANTY OR INFRINGEMENT CLAIM. IN NO EVENT SHALL THE LICENSOR BE LIABLE TO THE LICENSEE FOR ANY ACTION OR REMEDY BEYOND THOSE DESCRIBED IN THIS AGREEMENT. OTHER THAN AN ACTION BY LICENSOR FOR (a) LICENSEE'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, OR (b) TO COLLECT ANY FEES DUE HEREUNDER, NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

 THE PROVISIONS OF THIS SECTION 8(a) STATE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO

THE LICENSEE, AND THE LICENSOR'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY BREACH OF WARRANTY CLAIM AND ANY CLAIM REGARDING THE PERFORMANCE OR NONPERFORMANCE OF THE LICENSED PRODUCT.

b. **Licensee**.

(i) **Compliance with Terms**. Licensee shall monitor the Licensed Product and ensure that it is used only in compliance with the terms of this Agreement. Licensee shall be responsible and liable for any and all noncompliance with this Agreement by Licensee or by any person or entity who obtains access to the Licensed Product through Licensee.

(ii) **Suitability of Licensed Product**. Licensee represents and warrants that as of the time of Acceptance, Licensee will have evaluated, tested, and examined the Licensed Product and has determined independently that the Licensed Product is suitable for the use intended by this Agreement. Licensee assumes all responsibility and risk of selection, installation, use, efficiency, and suitability of the Licensed Product, and subject to the provisions of this Section 8, Licensor shall have no liability therefor. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SOFTWARE OR SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT LICENSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERNET DISRUPTIONS OR INTERRRUPTIONS WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SOFTWARE.

(iii) **Notification of Defects**. Licensee shall notify Licensor in writing of any material defect Licensee believes exists in the Licensed Product, and Licensee shall provide to Licensor all information known or reasonably available to Licensee regarding the alleged defect.

(iv) **Third Party Material**. With respect to all computer programs and data and hardware not provided by Licensor and to be used or reproduced during Licensee's use of the Licensed Software, Licensee represents that it has all necessary rights to use or reproduce the computer programs and that no use of the Licensed Software in connection therewith shall be made that causes an infringement of the right of any third party.

(v) **Licensee's Responsibility**. Licensee shall be exclusively responsible for the supervision, management, and control of its use of the Software, including, but not limited to (a) assuring proper configuration of equipment or devices; (b) establishing adequate operating methods; and (c) implementing procedures sufficient to satisfy its obligations for security under this Agreement, including appropriate action between it and its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Software.

9. **Indemnification**

a. **Licensor.**

(i) **Indemnity of Right of Use (Defense)**. Licensor shall defend or settle, at its own expense, any claim made against Licensee that the Licensed Product, in whole or in part, infringes any United States patent, published patent application, copyright, trade secret, or other proprietary rights. Licensor shall indemnify and hold harmless Licensee against any final judgment, including an award of attorneys' fees, that may be awarded by a court against Licensee as a result of the foregoing; provided, however, Licensee shall (a) give Licensor written notice of such claim within thirty (30) days of the date Licensee first knows or should know of the claim and (b) provide Licensor with reasonable cooperation and all information in Licensee's possession related to said claim. Licensor shall have sole control of the defense of such claims and all related settlement negotiations. Reasonable out-of-pocket expenses incurred by the Licensee in providing

assistance to the Licensor in defense of such a claim shall be reimbursed by Licensor.

    (ii) Remedy for Claimed Infringement. If a claim is made that the Licensed Product, or any portion thereof, infringes any United States patent, copyright, trade secret, or other proprietary right, Licensor, at its sole expense and option, shall either: (i) procure for Licensee the right to exercise the rights and licenses granted hereunder with respect to the Licensed Product; (ii) modify the Licensed Product to make it non infringing but continue to meet the Product Specifications; (iii) replace the Licensed Product with equivalent but non infringing software of like functionality that meet the Product Specifications; or (iv) terminate this Agreement and refund the License Fee and, upon the return to Licensor of the Licensed Product; provided, however, that the liability of Licensor pursuant to this Section 9.a.(ii) shall be subject to the limitations set forth in 8.a.(v) of this Agreement.

    (iii) Limitation of Indemnity. Licensor shall have no liability to Licensee or any assignee, transferee, or sublicensee of Licensee for any claim of infringement that is based upon any combination of the Licensed Software with software not supplied by or authorized by Licensor if such claim would have been avoided but for such combination; or any modifications to the Licensed Software other than Releases provided by Licensor or otherwise approved by Licensor.

  b. Licensee. Licensee shall be solely responsible for and shall indemnify, defend, and hold Licensor free and harmless from all damages, liabilities, charges, and expenses (including reasonable attorneys' fees) from all claims, lawsuits, or other proceedings arising out of or relating to (i) Licensee's use of the Licensed Product in a manner not permitted by this Agreement, not permitted by Licensor, or not in conformance with Licensor written requirements, (ii) the acts or omissions of Licensee, its employees, and agents and all persons or entities who have access through Licensee to the Licensed Product, or (iii) relating to an infringement of any right resulting in any way from the use of the Licensed Software with other software or materials not licensed to Licensee by or not approved by Licensor.

10. Term and Termination

  a. Term. The Agreement begins on the effective date of the Order as described in the preamble above, or the date on the first Order between the Parties hereto, whichever is earlier, and shall continue until all Orders associated with the Agreement have expired or have otherwise been terminated (the "Agreement Term"). Unless otherwise specified in an Order, Subscription Services will begin on the Start Date in the applicable Order and remain in effect for the period specified therein (the "Subscription Term"). Upon any expiration or termination of the Agreement, Provider will cease providing Subscription Services and Licensee and its Representatives shall cease any and all use of the Subscription Services.

  b. Termination by Licensor. Licensor may terminate this Agreement and the license granted to Licensee upon the occurrence of any of the following events: (i) Licensee fails to pay Licensor any fee, charge, tax, or other reimbursement when due, and the failure to pay is not cured within ten (10) days of Licensee's receipt of Licensor's written notice thereof; (ii) Licensee transfers title to or possession of the Licensed Product without Licensor's prior written consent; (iii) Licensee breaches any material obligation of Licensee under this Agreement, and such breach is not cured within thirty (30) days of Licensee's receipt of written notice thereof from Licensor; (iv) Licensee becomes insolvent, or is adjudicated a bankrupt, or voluntarily seeks protection under any bankruptcy or insolvency law; or (v) Licensee assigns its assets for the benefit of creditors or any arrangement with its creditors.

  c. Termination by Licensee. Provided Licensee is not in default under this Agreement; Licensee may terminate the Agreement by giving Licensor ninety (90) days prior written notice of termination. Any

such termination by Licensee shall be without refund of any Fee or any other amount paid or then due and payable to Licensor.

d. **Licensor Remedies and Actions Upon Termination**. Where applicable, in the event of the expiration or any termination of this Agreement: (i) Licensee shall cease all further use of the Licensed Product, or any portion thereof, in all forms and on all media and computer memory, and Licensee shall immediately, where applicable: (a) surrender and deliver the Licensed Product (**including Keys)** and all Copies thereof to Licensor; or (b) at the option of the Licensor, destroy all copies of Licensed Product, including backup and archival copies, and provide satisfactory evidence of such destruction to Licensor within one (1) month following termination; (ii) Licensee shall pay all outstanding fees and amounts owed to the licensor as of the date of termination; (iii) Licensor may cease performance of Licensor's obligations under this Agreement, without liability to Licensee; (iv) Where such termination is the result of a breach or threatened breach of this Agreement by Licensee, Licensor may apply for and obtain injunctive relief against the breach or threatened breach; and Licensee shall promptly return to Licensor all of Licensor's Confidential Information.

e. **Equitable Relief**. The Parties acknowledge and agree that there may be no adequate remedy at law for the failure of the other Party to comply with any of the material terms and conditions of this Agreement, including, without limitation, a failure to cease the use of the Licensed Product upon the termination of the license or a breach of the Confidentiality provisions of Section 7, and the Parties agree that, in the event of any such failure, the non-breaching Party shall be entitled to seek equitable relief by way of a temporary restraining order, temporary injunction and permanent injunction and such other and further relief as any court of competent jurisdiction may deem proper.

f. **Remedies Cumulative**. The rights and remedies of Licensor and Licensee in this Section 10 shall be cumulative and in addition to all other rights and remedies available at law and in equity.

g. **Survival**. The provisions of this Agreement which by their sense and context should survive any termination or expiration of this Agreement, including without limitation Sections 7, 9, 10, and 11 of this Agreement, shall survive termination of this Agreement and shall remain binding on the Parties.

11. Miscellaneous

a. **Use of Aggregate Information**. The Parties acknowledge that the Licensor system collects certain usage information and related data in the course of providing Services under this Agreement and combines it to show general usage trends without identifying individuals within the data ("Aggregate Information" as defined above). Notwithstanding anything contrary to this Agreement, the Parties agree that Licensor may use the Aggregate Information obtained by the Licensor Platform for its internal purposes, including, without limitation, for managing its operations, identifying problems, correcting errors, and improving its processes in its delivery of products and services. Licensor shall not provide any personally identifiable information ("PII") obtained from the Licensee to any third party, but Licensor may use any information obtained from Licensee to target any individual for promotional purposes or advertising if such individual is located in the United States. Licensor operates from the United States and does not intend to collect, and the Licensee shall not provide any PII with respect to any individual located outside the United States.

b. **Assignment/Sublicense**. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, or sublicense, without the prior written consent of the other Party (not to be unreasonably withheld), and any such attempted assignment shall be void ab initio. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its equity or its assets used to perform its obligations under this

Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their successors and permitted assigns and other legal representatives.

c. **Notice**. All notices required or permitted to be given hereunder shall be in writing and shall be sufficient if sent by nationally recognized overnight delivery services (such as Federal Express), as follows: (1) in the case of Licensor, to 11180 Sunrise Valley Dr., Ste 300 / Reston, VA 20191, and (2) in the case of Licensee, documented in associated document Schedule 1 for the subscription purchase information. A Party may, by notice given in accordance with this Section 11.c. to the other Party designate another address for receipt of notifications hereunder.

d. **Modifications or Amendment**. No modification to, amendment of, or other change in this Agreement shall be binding on either Party unless it is in writing or signed by authorized representatives of both Parties.

e. **Severability**. If any provision of this Agreement is held invalid or unenforceable under any applicable law, such invalidity or unenforceability will not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, and this Agreement shall be construed as if said invalid or unenforceable provision had not been contained herein.

f. **No Waiver**. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom sought to be enforced. The failure of a Party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

g. **No Agency**. Each Party expressly disclaims any intention to create a partnership, joint venture, corporation, or other business entity. This Agreement shall not be construed to make any Party the partner, joint venture, or agent of another Party with respect to the subject matter hereof.

h. **Conflicts**. To the extent the terms of this Agreement conflict with the terms of any Exhibit to this Agreement or Terms of Use, the terms of this Agreement shall govern.

i. **Export Control**. Each Party to this Agreement acknowledges its obligations to control access to Technical Data (as defined by the U.S. Department of Commerce, Office of Export Administration) under the U.S. Export Control Laws and Regulations and agrees to adhere to all applicable U.S. Export Control Laws and Regulations with regard to the use of SHIFT™ any Technical Data received under this Agreement, and any related financial restrictions.

j. **No Third Party Beneficiaries**. There are no third party beneficiaries to this Agreement.

k. **Force Majeure**. Neither Party shall be liable for any damages or penalty for any delay in performance of, or failure to perform, any obligation hereunder or for failure to give the other Party prior notice thereof when such delay or failure is due to flood, fire, earthquake, an act of God, government action, an act of terrorism, riot, civil unrest, an act of third parties, external systems, software, networks, or other causes beyond that Party's reasonable control ("Force Majeure"). Notwithstanding the foregoing, Force Majeure shall not act to excuse the timely payment of amounts due and payable under this Agreement.

l. **Publicity**. Licensor may from time-to-time make such press releases or otherwise make public statements with respect to the relationship contemplated herein. This includes the use of the Licensee's logo for the purposes of marketing material and past performance examples. Either Party may request in writing the cessation of public statements and use in marketing material at any time during or after termination of the Agreement.

m. **Non-solicitation**. Throughout the period of performance of the Agreement, including extensions or modifications thereto, and for one (1) year thereafter Licensee agrees that it shall not solicit for employment any technical or professional employee(s) of Licensor, without the prior written

agreement of Licensor. This restriction shall not be deemed to include the placement of advertisements in newspapers or trade publications addressed to the general public. This paragraph shall not preclude employees of Licensor from independently pursuing employment opportunities with the Licensee on their own initiative, whether advertised or not, provided that the Licensee did not solicit such employee.

n. **Entire Agreement; Amendments**. This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties, and representations of the Parties hereto with respect to the subject matter hereof. There are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them with respect to such subject matter, except as set forth herein. This Agreement is and is intended by the Parties to be an integration of any and all prior agreements or understandings, oral or written, with respect to such subject matter. This Agreement may be amended or otherwise modified only by a written instrument that is executed by both Parties.

o. **Change in Law or Regulation**. The Parties acknowledge and agree that the transactions contemplated in this Agreement are subject to federal and state legal and regulatory schemes that may require changes in the relationship between the Parties, the Services, or the manner of providing the Services. Consequently, if a change in law or regulation affects a material provision of this Agreement, the Parties agree that they will promptly cooperate in good faith to amend the Agreement as necessary to implement such change to remain in compliance.

p. **Governing Law**. The construction, interpretation, and performance of this Agreement, and any and all transactions under it, shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of law provisions thereof. The Parties further agree that any action arising out of or brought in connection with this Agreement shall be brought in the state courts located in Fairfax County, Virginia. The Parties agree that such courts shall have personal jurisdictional over each of them and hereby waive all objections to the authority of such court to hear any such action, including without limitation, any objection to such court exercising in persona jurisdiction over such Party with respect to such action, any objection on the basis of forum non conventions, or otherwise.

q. **Headings**. The headings and other captions of this Agreement are for convenience and reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.

r. **U.S. Government Restrictions**. In the event the Licensee, or End Customer, is the U.S. Federal Government, Licensor provides the SHIFT™ Subscription Services, including related software and technology, for ultimate U.S. Federal Government end use solely in accordance with the following: Government technical data and software rights related to the Subscription include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with Federal Acquisition Regulation ("FAR") FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, Defense FAR Supplement ("DFARS") DFARS 252.227-7015 (Technical Data-Commercial Items) and DFARS 227.7202-03 (Rights in Commercial Computer Software or Computer Software Documentation). Licensee agrees that the SHIFT™ Subscription meets the definition of "commercial item" in FAR 2.101 and that all SHIFT™ Subscription components were developed exclusively at private expense. If a U.S. Government agency has a need for rights not conveyed under these terms, it must negotiate with Licensor to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

s. **Execution in Counterparts**. This Agreement may be executed in any number of counterparts, each

of which shall be deemed an original as against any Party whose signature appears thereon, all of which shall constitute the same instrument. If executed in multiple counterparts, this Agreement shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all the Parties. Facsimile signatures shall be accepted.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective for all purposes and in all respects as of the day and year first above written.

[Buyer] (LICENSEE)   **Applied Insight, LLC (LICENSOR)**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

SHIFT™ LICENSE AGREEMENT
Exhibit A – Subscription Order

This Exhibit A "Subscription Order" is attached to and made a part of the Software License Agreement ("Agreement") between Licensor and Licensee. All capitalized terms not otherwise defined herein shall have such definition as established in the Agreement.

1.0 CUSTOMER INFORMATION:

1.1 **Customer Name**: _____

1.2 **Customer Billing Address**: _____

1.3 **Customer Billing Email**: _____

1.4 **Customer Contacts**. Name / Phone/ Email.

    1.4.1 **Technical**: _____

    1.4.2 **Contractual**: _____

2.0 SUBSCRIPTION TERM AND RENEWAL:

2.1 **Subscription Term**. The term of this Agreement shall commence on _____ and shall continue through _____.

2.2 **Subscription Renewal**. The Parties agree that at the expiry of the initial Term or any subsequent renewed term negotiated by the Parties, this Agreement shall automatically be renewed under the same duration as previously agreed to in Section 2.1, on the same terms and conditions as contained in this Agreement, unless or until written notice is given by one Party to the other of its intention to not renew the Agreement at least 30 days before the expiry of the initial Term or any subsequent automatic or negotiated renewed term. The price of each automatic renewal may be at the price listed in Table 3.1 herein at the time of the renewal, or no greater than the standard list price. Standard list price shall mean the price(s) before any discount is applied.

3.0 FEES AND PAYMENTS:

3.1 **Fees**. The table below provides an overview of fees for SHIFT™ subscription and products:

Product	Sales Price	Term	Quantity	Subtotal	Discount	Total Price
SHIFT™ 5-User Pack License-CSP	$xx.00	1 Month	x	$x.00	x%	$x.00
SHIFT™ Standard Platform License-CSP	$xx.00	1 Month	x	$x.00	x%	$x.00
SHIFT™ Premium Support	$xx.00	1 Month	x	$x.00	x%	$x.00
Grand Total:						$x.00

Table 3.1

3.2 **Payments**. Full payment is due prior to the issuance of the subscription. Payment shall be remitted to the following:

    3.2.1 **Remittance Address (if paying by Check**:
        Applied Insight, LLC
        11180 Sunrise Valley Drive, Suite 300

Reston, VA 20191

3.2.2 **Remittance Bank Information (if paying by ACH or Wire)**
Bank Name: Branch Banking & Trust
Bank Routing Number: 051404260
Bank Account Number: 257952118

4.0 DESCRIPTION OF SUBSCRIPTION:

4.1 **Products and Descriptions**: The Table below describes the Subscription and product support details under this Firm Fixed Price Agreement:

Product	Description of Services
SHIFT™ Single User License	License for one person to access SHIFT™.
SHIFT™ 5-User Pack License	License for up to five (5) users of SHIFT™.
SHIFT™ Platform Subscription – Portfolio Companies	Access to SHIFT™ platform and support for portfolio companies. Lasts for the duration of the associated work program.
SHIFT™ Standard Platform License	Standard includes access to SHIFT™ portal and emulation platform environment, unlimited API calls per month, cross-account credential services (CAP or GEOAxIS), unlimited projects, and one (1) emulated fabric of one CSP.
SHIFT™ Advanced Platform License	Advanced includes access to SHIFT™ portal and emulation platform environment, unlimited API calls per month, cross-account credential services (CAP and GEOAxIS), unlimited projects, 3 fabrics of one CSP, and custom configurations.
SHIFT™ Enterprise License	Enterprise includes access to SHIFT™ portal and emulation platform environment, unlimited API calls per month, unlimited SHIFT™ users, cross-account credential services (CAP and GEOAxIS), unlimited projects, all SHIFT™ emulated regions, and custom configurations.
SHIFT™ Self-Hosted Standard Platform License	Self-Hosted Standard includes access to SHIFT™ portal and emulation platform environment, unlimited API calls per month, cross-account credential services (CAP or GEOAxIS), unlimited projects, and one (1) emulated fabric of one CSP. Self-Hosted SHIFT™ is deployed within your CSP account.
SHIFT™ Self-Hosted Advanced Platform License	Self-Hosted Advanced includes access to SHIFT™ portal and emulation platform environment, unlimited API calls per month, cross-account credential services (CAP and GEOAxIS), unlimited projects, 3 fabrics of one CSP, and custom configurations. Self-Hosted SHIFT™ is deployed within your CSP account.
SHIFT™ Self-Hosted Enterprise License	Self-Hosted Enterprise includes access to SHIFT™ portal and emulation platform environment, unlimited API calls per month, unlimited SHIFT™ users, cross-account credential services (CAP and GEOAxIS), unlimited projects, all SHIFT™ emulated regions, and custom configurations. Self-Hosted SHIFT™ is deployed within your CSP account.

SHIFT™ Premium Support	Premium support is unlimited support for SHIFT™ customers (remote delivery only).
SHIFT™ Professional Services – 1 Unit	Forty (40) hours of Professional Services (travel costs not included).

<div align="center">Table 4.1</div>

4.2 Subscription Details and Scope

4.2.1 AI will provide *SHIFT*™ product support during core business hours, which are Monday through Friday 10AM-4PM EST excluding Government holidays; *SHIFT*™ product support can be reached at the following email address: support@SHIFThigh.cloud;

4.2.2 SHIFT™ product support is limited to general usage questions, troubleshooting, error/bug identification and remediation, and any other product-specific questions or concerns. SHIFT™ product support does not include any support not exclusively related to the product usage itself;

4.2.3 AI will provide installation documentation and other collateral that will assist Buyer during their onboarding and ongoing use of SHIFT™;

4.2.4 All SHIFT™ users must agree to the SHIFT™ Terms of Use. Note: Clauses and conditions within this contract (including all Exhibits) supersede and take precedence over any conflicting clauses that exist between SHIFT™ Terms of Use and this contract;

4.2.5 SHIFT™ Professional Services must be able to be performed remotely by our team and only be performed in a commercial environment. If services are requested in a classified environment, an agreement can be made for those services separate from this agreement.

SHIFT™ LICENSE AGREEMENT

Exhibit B – Minimum System Requirements (for Self-Hosted Subscriptions)

This Exhibit B "Minimum System Requirements" is attached to and made a part of the Software License Agreement ("Agreement") between Licensor and Customers. All capitalized terms not otherwise defined herein shall have such definition as established in the Agreement. The customer must meet the minimum system requirements specified below in order to utilize SHIFT™.

[Description of minimum system requirements applicable to Order]