

STANDARD CONTRACT FOR AWS MARKETPLACE

1. Scope.

1.1 Terms and Conditions. This Standard Contract for AWS Marketplace (the “**Standard Contract**”) sets forth the terms and conditions applicable to the licensing of Product from the licensor (“**Licensor**”) by the Party (defined below) subscribing to the Product (“**Buyer**”), whether deployed into Buyer’s Computing Environment and/or made available as SaaS Service from Licensor’s Computing Environment. This Standard Contract only applies if the Product is expressly offered pursuant to the Standard Contract. The offer of Product pursuant to this Standard Contract, and Buyer’s purchase of the corresponding Subscription, constitutes each Party’s respective acceptance of this Standard Contract and their entry into this Agreement (defined below), and this Agreement will become effective on the date of Buyer’s purchase of the corresponding Subscription. Unless defined elsewhere in this Standard Contract, terms in initial capital letters have the meanings set forth in Section 13. Buyer and Licensor may be referred to collectively as the “**Parties**” or individually as a “**Party**”.

1.2 Product Subscription. Licensor will fulfill the Subscription to Buyer. A Subscription, as described in the applicable Product Listing and the corresponding purchase transaction, may be for Product deployed in Buyer’s Computing Environment and/or Product deployed via SaaS Service through Licensor’s Computing Environment. The pricing and term of the Subscription (if not on demand) are set forth in the Product Listing. Additional information concerning the Product and included services that are included or referenced in the Product Listing are a part of the Product Listing; such information may include but is not limited to: intended geographic use of the Product, any technical requirements for use of the Product, Support Services (which may vary by geography), information regarding Open Source Software and a description of Licensor’s security practices.

1.3 Agreement. Each Subscription is subject to and governed by this Standard Contract, the applicable Product Listing, the terms and conditions of the NDA (if any and as defined in Section 6.4), the Privacy and Security Terms for SaaS Service Subscriptions, and any amendments to any of the foregoing as may be agreed upon by the Parties in accordance with Section 12.3, which together constitute the entire agreement between Buyer and Licensor (the “**Agreement**”). Each Subscription is a separate agreement between Buyer and Licensor. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the Parties; (b) the Privacy and Security Terms for SaaS Service Subscriptions; (c) the NDA (if any); (d) the Product Listing; and (e) this Standard Contract.

2. Licenses.

2.1 Licensed Materials.

2.1.1 If the Subscription is for a Product, or includes a component of a Product, deployed in Buyer’s Computing Environment, Licensor hereby grants to Buyer during the term of the Subscription, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-

terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Product, or the applicable Product component, to deploy, operate and use the Product in Buyer's Computing Environment and to allow its Users to access and use the Product, or the applicable Product component, as so deployed, in accordance with the Product Listing, the usage purchased in the Subscription, and the terms and conditions of the Agreement.

2.1.2 If the Subscription is for a Product, or includes a Product component, deployed via SaaS Service, Licensor hereby grants to Buyer during the term of the Subscription, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Product, or the applicable Product component, to access and use the Product via the SaaS Service and to allow its Users to access and use the Product, or the applicable Product component, and SaaS Service, in accordance with the Product Listing, the usage purchased in the Subscription, and the terms and conditions of the Agreement.

2.1.3 Regardless of whether Buyer deploys the Product in Buyer's Computing Environment or accesses the Product via the SaaS Service, Buyer may use the Product only: (a) in support of the internal operations of Buyer's and its Affiliates' business(es) or organization(s); (b) in connection with Buyer's and its Affiliates' products and services (but, for clarity, not as a stand-alone product or service of Buyer or its Affiliates); and/or (c) in connection with Buyer's and its Affiliate's interactions with Users.

2.1.4 Buyer may make a reasonable number of copies of the Documentation as necessary to use such Product in accordance with the rights granted under this Agreement, provided that Buyer includes all proprietary legends and other notices on all copies. Licensor retains all rights not expressly granted to Buyer under this Agreement.

2.2 Affiliates and Contractors. With respect to Affiliates and Contractors that Buyer allows to use the Licensed Materials: (a) Buyer remains responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Licensed Materials; and (b) Buyer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Buyer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Buyer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through Buyer will be deemed the act or omission of Buyer.

2.3 Restrictions. Except as specifically provided in this Agreement, Buyer and any other User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms or the underlying structure of the Product; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party.

2.4 Open Source Software. Subject to the requirements of Section 5.1(d), Product may contain or be provided with Open Source Software. If Buyer’s use of the Product subjects Buyer to the terms of any license governing the use of Open Source Software, then information identifying such Open Source Software and the applicable license shall be incorporated or referenced in the Product Listing or Documentation. The terms of this Agreement apply to Open Source Software (i) to the extent not prohibited by the license to which the Open Source Software is subject, including without limitation, warranties and indemnification, and (ii) except to the extent required by the license to which the Open Source Software is subject, in which case the terms of such license will apply in lieu of the terms of this Agreement only with respect to such Open Source Software, and not to the entire Product, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

2.5 No Additional Terms. No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Licensed Materials or any part thereof (“**Additional Terms**”) will be binding on Buyer or its Users, even if use of the Licensed Materials, or any part thereof, requires an affirmative “acceptance” of such Additional Terms before access to or use of the Licensed Materials, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by Buyer in their entirety. For clarity, the Product Listing and or Documentation are not Additional Terms subject to this Section.

2.6 High-Risk Activities. The Product is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Product could lead to severe physical or environmental damages (“**High Risk Activities**”). Buyer will not use the Product for any High Risk Activities.

3. Services.

3.1 SaaS Service. If Buyer is purchasing a SaaS Service Subscription, Licensor will provide the Product to Buyer as a SaaS Service in accordance with the Product Listing promptly following purchase of the Subscription and continuing until termination of the Subscription. Licensor will provide Buyer all license keys, access credentials and passwords necessary for access and use of the Product via the SaaS Service (“**Keys**”) as set forth in the Product Listing.

3.2 Support Services. Licensor will make available to Buyer Documentation concerning the use and operation of the Product, and Licensor will provide Support Services to Buyer as described, incorporated or referenced in the Product Listing.

4. Proprietary Rights.

4.1 Licensed Materials. Subject to the licenses granted herein, Licensor will retain all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Buyer

any rights of ownership or any other proprietary rights in or to the Licensed Materials or any Proprietary Rights therein.

4.2 Feedback. Buyer may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services (“**Feedback**”), provided however, that Feedback does not include any Proprietary Rights of Buyer or Buyer’s Affiliates or any Buyer Data or Buyer Materials. Licensor may use and incorporate Feedback in Licensor’s products and services without compensation or accounting to Buyer, provided that neither Licensor nor its use of the Feedback identifies Buyer as the source of such Feedback. Feedback is not confidential to Buyer. Buyer will have no obligation to provide Feedback, and all Feedback is provided by Buyer “as is” and without warranty of any kind.

5. Warranties.

5.1 Licensed Materials. Licensor represents and warrants to Buyer that: (a) for Subscriptions with Entitlement Pricing, in the case of Product, or a component of a Product, deployed in the Buyer’s Computing Environment, the Product or component will conform, in all material respects, to the Documentation, for 30 days after Buyer’s purchase of the Subscription or the term of the Subscription, whichever is shorter, and, in the case of Product, or a component of a Product, deployed as a SaaS Service, the Product will conform, in all material respects, to the Documentation during the term of the Subscription; (b) a Product, or a component of a Product, provisioned for deployment in the Buyer’s Computing Environment will not contain any automatic shut-down, lockout, “time bomb” or similar mechanisms that could interfere with Buyer’s exercise of its rights under this Agreement (for clarity, the foregoing does not prohibit Keys that expire at the end of the Subscription); (c) Licensor will use industry standard practices designed to detect and protect the Product against any viruses, “Trojan horses”, “worms”, spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Product or interference with or harm to the operation of the Product or any systems, networks or data, including as applicable scanning the Product for malware and other security vulnerabilities and with up to date scanning software or service prior to making the Product (including any Product provided through Support Services) available to Buyer, and for Product or a component of a Product deployed via SaaS Service, scanning the Product or component on a regular basis; and (d) the Product, and Buyer’s use thereof as permitted under this Agreement, will not be subject to any license or other terms that require that any Buyer Data, Buyer Materials or any software, documentation, information or other materials integrated, networked or used by Buyer with the Product, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge.

5.2 Services. Licensor represents and warrants that any Support Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services and in accordance with the Product Listing and Documentation.

5.3 Remedies. If any Product or Service fails to conform to the foregoing warranties, Licensor promptly will, at its option and expense, correct the Product and re-perform the

Services as necessary to conform to the warranties. If Licensor does not correct the Product or re-perform the Services to conform to the warranties within a reasonable time, not to exceed 30 days (or such other period as may be agreed upon by the Parties) (the “**Cure Period**”), as Buyer’s sole remedy and Licensor’s exclusive liability (except as provided in Section 9), Buyer may for a period of 30 days following the conclusion of the Cure Period (or such other period as may be agreed upon by the Parties), elect to terminate the Subscription and this Agreement without further liability and Licensor will provide Buyer with a refund of any fees prepaid to Licensor by Buyer, prorated for the portion of the Subscription unused at the time Buyer reported the breach of warranty to Licensor, as well as, if applicable, any service credits available under Licensor’s Support Services or other policies.

5.4 Warranty Exclusions. Licensor will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Product by Buyer in violation of this Agreement or applicable Law; (b) modifications to the Licensed Materials not provided by Licensor or its Personnel; (c) use of the Product in combination with third-party equipment or software not provided or made accessible by Licensor or contemplated by the Product Listing or Documentation; or (d) use by Buyer of Product in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Buyer.

5.5 Compliance with Laws. Each Party represents and warrants to the other Party that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time (“**Laws**”) applicable to such Party in its performance under this Agreement.

5.6 Power and Authority. Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party’s performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

5.7 Disclaimer. EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, BUYER MATERIALS AND BUYER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LICENSOR DOES NOT WARRANT: (A) THAT THE LICENSED MATERIALS WILL MEET BUYER’S REQUIREMENTS; OR (B) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidentiality.

6.1 Confidential Information. “**Confidential Information**” means any nonpublic information directly or indirectly disclosed by either Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) or accessible to the Receiving Party pursuant to this Agreement

that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of Licensor.

6.2 Obligations. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement or as necessary for proper use of the Product. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

6.3 Compelled Disclosure. If and to the extent required by applicable Law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure. Notwithstanding any provisions herein, if Buyer is a Government Entity, Buyer will comply with all Laws applicable to it with respect to disclosure of public information.

6.4 NDA. Buyer and Licensor may agree to a separate nondisclosure agreement between Buyer and Licensor (or the respective Affiliates of Buyer and Licensor) (“**NDA**”) that applies to disclosures occurring during the term of the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 6.1 through 6.3 of this Section 6.

7. Additional SaaS Service Obligations and Responsibilities. This Section 7 applies to Subscriptions for Product, or a component of a Product, deployed via SaaS Service only.

7.1 Acceptable Use; Restrictions on Sensitive Information.

7.1.1 Buyer will not intentionally use the Product, component or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, “Trojan horses” or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity; (c) interfere with or disrupt the integrity or performance of the Product, component or data contained therein or on Licensor’s system or network or circumvent the security features of the Product; or (d) perform penetration testing, vulnerability testing or other security testing on the Product, component or Licensor’s systems or networks or otherwise attempt to gain unauthorized access to the Product or Licensor’s systems or networks.

7.1.2 Buyer will not use the SaaS Services to store or process Highly Sensitive Information unless Licensor specifically purchases a SaaS Service Subscription designed to be used with Highly Sensitive Information. “**Highly Sensitive Information**” means, for purposes of this Agreement: (1) “special categories of personal data,” “sensitive personal information,” or “Sensitive Personal Data,” as defined under applicable Data Protection Law, including European Union Regulation 2016/679, Article 9(1) or any successor legislation; (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“**HIPAA**”); or (3) other information subject to additional protections or regulation under specific laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations). Supplier shall have no responsibility for Highly Sensitive Information where the SaaS Service is not approved by Licensor to be used with Highly Sensitive Information.

7.1.3 Licensor may suspend Buyer’s or a User’s right to access or use any portion or all of the SaaS Service immediately upon notice to Buyer (a) if Licensor, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (i) Buyer or a User’s use of the SaaS Service poses a material risk to the security or operation of Licensor’s systems, the SaaS Service or the systems or data of any other customer, or (ii) Buyer or a User’s use of the SaaS Service violates this Section 7.1 or is illegal or fraudulent; (b) if Buyer fails to pay any undisputed amounts within 30 days after notice of past due amounts; or (c) if Buyer uses a SaaS Service Subscription to store or process Highly Sensitive Information if such SaaS Service is not approved by Licensor to be used with Highly Sensitive Information. To the extent reasonably practicable, Licensor will limit the suspension of the SaaS Service pursuant to subsection (a) as needed to mitigate the applicable risk. Licensor will promptly restore the SaaS Service to Buyer upon resolution of the issue and/or payment of the outstanding amounts (as applicable).

7.2 Buyer Data and Buyer Materials.

7.2.1 Buyer is and will continue to be the sole and exclusive owner of all Buyer Materials, Buyer Data and other Confidential Information of Buyer, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensor any rights of ownership or any other proprietary rights in or to the Buyer Data and Buyer Materials.

7.2.2 Buyer represents and warrants to Licensor that it has or will obtain all necessary consents, authorizations and rights and provide all necessary notices and disclosures in order to provide Buyer Data to Licensor and for Licensor to use Buyer Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Buyer shares or permits access to Buyer Data.

7.2.3 The Parties agree that Buyer Data and Buyer Materials are Confidential Information of Buyer. Buyer hereby grants to Licensor a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2), revocable license, under all Proprietary Rights, to reproduce and use Buyer Materials and Buyer Data solely for the purpose of, and to the extent necessary for, performing Licensor's obligations under this Agreement. In no event will Licensor access, use or disclose to any third party any Buyer Data or any Buyer Materials for any purpose whatsoever other than as necessary for the purpose of providing the Product and Services to Buyer and performing its obligations under this Agreement. Licensor will not aggregate, anonymize or create any data derivatives of Buyer Data other than as necessary to provide the Product or Services and to perform its obligations in accordance with the terms and conditions of this Agreement.

7.2.4 Buyer will have full access to, and has the right to review and retain, the entirety of Buyer Data contained in the Product. At no time will any computer or electronic records containing Buyer Data be stored or held in a form or manner not readily accessible to Buyer through the ordinary operation of the Product, except for backups of Buyer Data stored and/or maintained at Buyer's direction or in accordance with the Documentation and Privacy and Security Terms. Licensor will provide to Buyer all passwords, codes, comments, Keys and other documentation necessary for such access and use of the Product, and Buyer will be entitled to delete, or have Licensor delete, Buyer Data as expressly specified by Buyer.

7.3 System Data. To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Buyer or any device as originating through or interacting with Buyer or its Affiliates ("**Identifiable System Data**"), Licensor may only collect and use Identifiable System Data internally to administer, provide and improve the Product and Services as a generally available service offering, to identify opportunities for Buyer to optimize its use of the Product, including the provision of additional training, and to identify to Buyer complementary uses of Licensor's other products and services. Licensor will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, Buyer and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with Buyer and its

Affiliates. Licensor will not target any development efforts arising from its use of Identifiable System Data at any person on the basis of the intended recipient's relationship with Buyer or any of its Affiliates or the intended recipient being in same industry or market as Buyer or any of its Affiliates. Licensor will not use or disclose any Identifiable System Data for any purpose other than as permitted in this Section unless otherwise agreed in writing by the Parties, and will, except for the use permitted in this Section, maintain the confidentiality and security of Identifiable System Data as Confidential Information.

7.4 Use of Other Data. Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) Licensor's use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with (i) Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with Buyer and its Affiliates or any Confidential Information of Buyer, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Product as originating through Buyer or its Affiliates or interacting with Buyer or its Affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this Agreement.

7.5 Security; Breach Notification. Licensor will comply with the security practices (if any) incorporated or referenced in the Product Listing and Documentation for the Product, provided however that at all times Licensor will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Buyer Data; and (b) to maintain the availability and integrity of Buyer Data and to protect Buyer Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration or disclosure. Licensor will inform Buyer promptly upon discovery of any material unauthorized access to, any unauthorized loss, use or disclosure of any Buyer Data (a "**Security Incident**"), provided that such notification is not prohibited by Law. Licensor will investigate the cause of the Security Incident and take reasonable steps to prevent further unauthorized access, loss, use or disclosure of Buyer Data. At Buyer's request and cost, Licensor will reasonably cooperate with Buyer in complying with its obligations under applicable law pertaining to responding to a Security Incident. Licensor's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Licensor of any fault or liability with respect to the Security Incident.

7.6 Data Protection Legislation.

7.6.1 Each Party will comply with all Data Protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific Data Protection Laws or their implementations.

7.6.2 Without limiting the generality of the foregoing, if Licensor is collecting or furnishing Personal Data to Buyer or if Licensor is Processing Personal Data on behalf of Buyer, then Licensor and Buyer and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Data Protection Law. Unless

Licensor and Buyer expressly agree to be bound by other terms and conditions that reflect their respective legal obligations with respect to Personal Data, Licensor and Buyer agree to the terms and conditions of the attached Data Processing Addendum. For the avoidance of doubt, no Personal Data should be processed or transferred under this Agreement without Privacy and Security Terms necessary for compliance with applicable Data Protection Law.

7.7 Remedies. Each Party agrees that in the event of a breach or threatened breach of this Section 7, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled.

8. Limitations of Liability.

8.1 Disclaimer; General Cap. SUBJECT TO SECTIONS 8.2, 8.3 AND 8.4, IN NO EVENT WILL (a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM CLAIMS BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

8.2 Exception for Gross Negligence, Willful Misconduct or Fraud. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 8.1(a) AND (b) WILL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

8.3 Exception for Certain Indemnification Obligations. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO ANY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO SETTLEMENT AGREEMENT THAT ARE SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT.

8.4 Special Cap for Security Breach.

8.4.1 FOR SAAS SERVICE SUBSCRIPTIONS, THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO, AND INSTEAD SECTION 8.4.2 WILL APPLY TO: (a) GOVERNMENT FINES AND PENALTIES INCURRED BY BUYER AND BUYER'S OUT-OF-POCKET, REASONABLE AND DOCUMENTED COSTS OF INVESTIGATION, NOTIFICATION, REMEDIATION AND MITIGATION SPECIFIED IN SECTION 9.5 RESULTING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER THE PRIVACY AND SECURITY TERMS OR ANY VIOLATION

BY LICENSOR OF DATA PROTECTION LAWS, AND LICENSOR'S OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.5; AND (b) ANY LIABILITIES ARISING FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST BUYER ARISING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, INCLUDING OUT-OF-POCKET COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST BUYER BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT.

8.4.2 FOR SAAS SERVICE SUBSCRIPTIONS, LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER THE PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, INCLUDING GOVERNMENT FINES AND PENALTIES INCURRED BY BUYER AND BUYER'S OUT-OF-POCKET, REASONABLE AND DOCUMENTED COSTS SET FORTH IN SECTION 9.5 AND LICENSOR'S INDEMNIFICATION AND DEFENSE OBLIGATIONS PURSUANT TO SECTION 9.1(b) AND ITS OBLIGATIONS PURSUANT TO SECTION 9.5 AND LICENSOR'S OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.5, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED (IN LIEU OF AND NOT IN ADDITION TO THE AMOUNT SET FORTH IN SECTION 8.1) THREE TIMES THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES.

9. Indemnification.

9.1 Licensor Indemnity. Licensor will, at its expense, defend Buyer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Buyer Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party (including government investigations), ("**Claims**") to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Licensed Materials or Buyer's use thereof as permitted under this Agreement; and (b) any unauthorized access, use or disclosure of Buyer Data resulting from breach of Licensor's obligations under the Privacy and Security Terms or any violation by Licensor of Data Protection Laws. Licensor will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Buyer in any such Claims.

9.2 Buyer Indemnity. Buyer will, at its expense, defend Licensor and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Licensor Indemnified Parties**") from and against any and all Claims to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Buyer Materials or Buyer Data or Licensor's use thereof as permitted

under this Agreement; and (b) any unauthorized or unlawful Processing of Buyer Data by Licensor in the performance of its obligations as permitted under this Agreement resulting from any inaccuracy or breach of Buyer's representations, warranties, and/or obligations under Section 7.2.2. Buyer will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Licensor in any such Claims. Notwithstanding any provisions herein to the contrary, if Buyer is a Government Entity, this Section 9.2 will not apply except as permitted by applicable Law.

9.3 Process. The party(ies) seeking indemnification pursuant to this Section 9 (each, an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”) will give the other Party (the “**Indemnifying Party**”) prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties' prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 9; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

9.4 Infringement Remedy. In addition to Licensor's obligations under Section 9.1, if the Product or other Licensed Materials is held, or in Licensor's opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or, if based on any claimed infringement, misappropriation or violation of Proprietary Rights, an injunction is obtained, or in Licensor's opinion an injunction is likely to be obtained, that would prohibit or interfere with Buyer's use of the Licensed Materials under this Agreement, then Licensor will at its option and expense either: (a) procure for Buyer the right to continue using the affected Licensed Materials in accordance with the license granted under this Agreement; or (b) modify or replace the affected Licensed Materials so that the modified or replacement Licensed Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Proprietary Rights. If, in such circumstances, Licensor cannot not successfully accomplish any of the foregoing actions on a commercially reasonable basis, Licensor will notify Buyer and either Party may terminate the Subscription and this Agreement, in which case Licensor will refund to Buyer any fees prepaid to Licensor by Buyer prorated for the unused portion of the Subscription. For clarity, Licensor's indemnification and defense obligations under this Section include infringement Claims based on use of the Licensed Materials by Buyer Indemnified Parties following an initial infringement Claim except that, if Licensor responds to an infringement

Claim by accomplishing the solution in (b), Licensor will have no obligation to defend and indemnify Buyer for infringement Claims arising from Buyer's use after the accomplishment of (b) of the infringing Licensed Materials for which Licensor provided modified or replacement Licensed Materials and a reasonable time to implement the modified or replacement Licensed Materials.

9.5 Security Breach Remedy. In the case of a SaaS Service Subscription, in addition to Licensor's obligations under Section 9.1, in the event of any Security Incident resulting from breach of Licensor's obligations under any Privacy and Security Terms or any violation by Licensor of Data Protection Laws, Licensor will pay the government fines and penalties and other out-of-pocket costs incurred by Buyer, to the extent reasonable and documented, for (a) investigating and responding to the Security Incident; (b) legal advice regarding the Security Incident; (c) providing notification to affected individuals, applicable government and relevant industry self-regulatory agencies and the media; (d) providing credit monitoring and/or identity theft services to affected individuals; (e) operating a call center to respond to questions from affected individuals; and (f) any other investigation, mitigation, remediation, or notification required by law or regulators to be undertaken by Buyer in response to such Security Incident.

9.6 Limitations.

9.6.1 Licensor will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Licensed Materials not provided by Licensor or its Personnel; (b) use of the Product in combination with third-party equipment or software not provided or made accessible by Licensor or not specifically referenced for use with the Licensed Materials by the Product Listing or Documentation; or (c) use of the Licensed Materials by Buyer in breach of this Agreement. Licensor's liability under this Section 9 with respect to any infringement Claim that is attributable to use of the Product in combination with third-party equipment or software provided or made accessible by Licensor or specifically referenced by the Product Listing or Documentation is limited to Licensor's proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the Licensed Materials to the total value of the actual or allegedly infringing combination; or (ii) the relative contribution of the Licensed Materials to the actual or allegedly infringed claims (e.g., the Licensed Materials are alleged to satisfy one limitation of a claim with four separate limitations and Licensor would be responsible for a 25% share of the defense and indemnity obligations).

9.6.2 Buyer will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Buyer Materials or Buyer Data not provided by Buyer or its Personnel; or (b) use of the Buyer Materials or Buyer Data by Licensor in breach of this Agreement.

9.6.3 This Section 9 states the entire liability of Licensor with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Licensed Materials or any part thereof or by any use thereof by Buyer, and this Section 9 states the entire liability of Buyer with respect to infringement, misappropriation or violation of

Proprietary Rights of third parties by any Buyer Materials, Buyer Data or any part thereof or by any Processing thereof by Licensor.

9.7 Not Limiting. The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

10. Term and Termination.

10.1 Term. This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

10.2 Termination. Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party. In the case of a SaaS Service Subscription, termination by Licensor pursuant to this Section does not prejudice Buyer's right, and Licensor's obligation, to extract or assist with the retrieval or deletion of Buyer Data as set forth in Section 10.3.2 following such termination.

10.3 Effect of Termination.

10.3.1 Upon termination or expiration of the Subscription or this Agreement, Buyer's right to use the Product licensed under such Subscription will terminate, and Buyer's access to the Product and Service provided under such Subscription may be disabled and discontinued. Termination or expiration of any Subscription purchased by Buyer from Licensor will not terminate or modify any other Subscription purchased by Buyer from Licensor.

10.3.2 Within 45 days (or such other period as may be agreed upon by the Parties) following termination or expiration of any SaaS Service Subscription for any reason and on Buyer's written request at any time before termination or expiration, Licensor will extract from the Product and/or Licensor's Computing Environment (as applicable) and return to Buyer all Buyer Data, or if Buyer is able directly to retrieve or delete Buyer Data using the SaaS Service, then for a period of 45 days (or such other period as may be mutually agreed upon by the Parties in writing) following termination or expiration of this Agreement for any reason, Buyer may retrieve or delete Buyer Data itself with support from Licensor as reasonably requested by Buyer. If Buyer retrieves or deletes Buyer Data itself, Licensor will assist Buyer, as reasonably requested by Buyer, in validating whether the retrieval or deletion was successful. Buyer Data must be provided or extractable in a then-current, standard nonproprietary format. Notwithstanding anything herein to the contrary, Licensor's duty to return or enable Buyer's retrieval or deletion of the Buyer Data pursuant to this Section 10.3.2 may be delayed but will not be discharged due to the occurrence of any Force Majeure Event (defined below). Following delivery to Buyer of the Buyer Data and Buyer's confirmation thereof, or Buyer's retrieval or deletion of Buyer Data and Licensor's validation thereof or expiration of the applicable period, whichever is soonest, Licensor may, and within a reasonable time thereafter will, permanently delete and remove Buyer Data (if any) from its electronic and hard copy records and will, upon Buyer's request, certify to such deletion and removal to Buyer in writing. If Licensor is not able to delete any portion of the Buyer Data or Buyer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

10.3.3 Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1 (Buyer Data and Buyer Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.3 (Effect of Termination), 11 (Insurance), 12 (General), and 13 (Definitions) and any perpetual license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

11. Insurance.

11.1 Coverages. Each Party will obtain and maintain appropriate insurance necessary for implementing and performing under this Agreement in accordance with applicable Law and in accordance with the requirements of this Section 11. Subject to Licensor's right to self-insure as described below, Licensor will at its own cost and expense, acquire and continuously maintain the following insurance coverage during the term of this Agreement and for one year after:

11.1.1 Commercial General Liability insurance, including all major coverage categories, including premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and \$5,000,000 products/completed operations aggregate;

11.1.2 Professional Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology Services, proprietary rights infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of \$2,000,000 each claim and annual aggregate;

11.1.3 If a SaaS Service Subscription, Cyber Liability or Technology Errors and Omissions, with limits of \$2,000,000 each claim and annual aggregate, providing for protection against liability for: (a) system attacks; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; (e) liability arising from loss or disclosure of personal or corporate confidential data; (f) cyber extortion; (g) breach response and management coverage; (h) business interruption; and (i) invasion of privacy; and

11.1.4 If a SaaS Service Subscription, Computer Crime Insurance with limits of \$1,000,000 and Employee Theft/Buyer Insurance Coverage with limits of \$500,000.

11.2 Umbrella Insurance; Self-Insurance. The limits of insurance may be satisfied by any combination of primary and umbrella/excess insurance. In addition, either Party may satisfy its insurance obligations specified in this Agreement through a self-insured retention program. Upon request by Buyer, Licensor will provide evidence of Licensor's self-insurance program in a formal declaration (on Licensor's letterhead, if available) that declares Licensor is self-insured for the type and amount of coverage as described in Section 11.1. Licensor's declaration may be in the form of a corporate resolution or a certified statement from a corporate

officer or an authorized principal of Licensor. The declaration also must identify which required coverages are self-insured and which are commercially insured.

11.3 Certificates and Other Requirements. Prior to execution of this Agreement and annually thereafter during the term, Buyer may request that Licensor furnish to Buyer a certificate of insurance evidencing the coverages set forth above. Licensor's Commercial General Liability and any umbrella insurance relied upon to meet the obligations in this Section will be primary and non-contributory coverage and the policies will not contain any intra-insured exclusions as between insured persons or organizations. Licensor's Commercial General Liability policy will provide a waiver of subrogation in favor of Buyer and its Affiliates. The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Buyer, and failure to request evidence of this insurance will not be construed as a waiver of Licensor's obligation to provide the insurance coverage specified.

12. General.

12.1 Applicable Law. This Agreement will be governed and interpreted under the laws of the State of New York, excluding the principles of conflict of laws thereof and of any other jurisdiction. The Parties agree that any legal action or proceeding relating to this Agreement will be instituted solely in the state and federal courts located in New York City, New York. Each Party irrevocably submits to the jurisdiction of such courts, and each Party waives any objection that it may have to the laying of the venue of any such action or proceeding in the manner provided in this Section. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2 Assignment. Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, Licensor may assign this Agreement, in its entirety, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets, whether by sale of assets, sale of stock, merger or otherwise and Buyer may assign this Agreement, in its entirety, to any Affiliates or entity acquiring all or substantially all of its assets related to Buyer's account or the Buyer's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Buyer and Licensor. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED

ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

12.4 Export Laws. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Buyer, where Buyer or its Users use the Product or Services, and in the case of Licensor, where Licensor provides the Product or Services. Each Party certifies that (i) it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department’s List of Specially Designated Nationals and the Commerce Department’s list of Denied Persons and (ii) neither it nor its Personnel are the subject or target of any sanctions program, including but not limited to the sanctions programs of the U.S., the European Union, and UN Security Council. Neither Party will export, re-export, ship, or otherwise transfer the Licensed Materials, Services or Buyer Data to any country subject to an embargo or other sanction by the United States or other applicable jurisdiction.

12.5 Force Majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a “**Force Majeure Event**”). If a Force Majeure Event continues for more than 14 days for any Subscription with Entitlement Pricing, Buyer may cancel the unperformed portion of the Subscription and receive a pro rata refund of any fees prepaid by Buyer to Licensor for such unperformed portion.

12.6 Government Rights. As defined in FARS §2.101, the Product and Documentation are “commercial items” and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation”. Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or discourse of such commercial software or commercial software documentation by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12.7 Headings. The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

12.8 No Third-Party Beneficiaries. Except as specified in Section 9 with respect to Buyer Indemnified Parties and Licensor Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

12.9 Notices. To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Standard Contract; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

12.10 Nonwaiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

12.11 Publicity. Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

12.12 Relationship of Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Buyer and Licensor, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Buyer and Licensor. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate the other Party.

12.13 Severability. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

12.14 Subcontracting. Licensor may use Subcontractors in its performance under this Agreement, provided that: (a) Licensor remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Licensor or cause any loss of warranty under this Agreement; and (b) Licensor agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Licensor such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Licensor. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Licensor will be deemed the act or omission of Licensor. Upon request, Licensor will identify to Buyer any Subcontractors performing under this Agreement, including any that have access to Buyer Data, and such other information reasonably requested by Buyer about such subcontracting.

13. Definitions.

13.1 “Affiliate” means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

13.2 “AWS Marketplace” means the marketplace operated by Amazon Web Services, Inc., which is currently located at <https://aws.amazon.com/marketplace/>, as it may be updated or relocated from time to time.

13.3 “Buyer Data” means all data, Personal Data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Buyer or its Users to or collected, received, transmitted, processed, or stored by Buyer or its Users using the Product or SaaS Service in connection with this Agreement, or (b) derived from (a). Buyer Data is Confidential Information of Buyer.

13.4 “Buyer Materials” means any property, items or materials, including Buyer Data, furnished by Buyer to Licensor for Licensor’s use in the performance of its obligations under this Agreement.

13.5 “Buyer’s Computing Environment” means the Buyer computing environment in which Licensor authorizes use of the Subscription.

13.6 “Contractor” means any third party contractor of Buyer or other third party performing services for Buyer, including outsourcing suppliers.

13.7 “Data Protection Law(s)” means all data protection and privacy laws and regulations, now in effect or hereinafter enacted, in any jurisdiction of the world, and applicable to the Processing of Personal Data under the Agreement, including Regulation 2016/679 (General Data Protection Regulation) (“GDPR”), and Cal. Civ. Code 1798.100 et seq. (California Consumer Privacy Act) (“CCPA”).

13.8 “Documentation” means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials related to the Product (including all information included or incorporated by reference in the applicable Product Listing), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Licensor publishes or provides under this Agreement.

13.9 “Entitlement Pricing” means any Subscription pricing model where Buyer purchases a quantity of usage upfront, including prepaid and installment payment pricing models.

13.10 “Governmental Entity” means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal, or any other level, including any agency, authority, regulatory body, court, central bank, or other governmental entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of government (including any supra-national bodies such as the European Union or the European Central Bank).

13.11 “International Data Transfer Mechanism” means the special protections that some jurisdictions require two or more parties that transfer information across international borders to adopt to make the transfer lawful, e.g., Standard Contractual Clauses, Binding Corporate Rules, or statutory obligations that require the parties to adopt certain technical, organizational, or contractual measures. “**Transfer**,” in the context of an International Data Transfer Mechanism, means to disclose or move Personal Data from a storage location in one jurisdiction to another, or to permit a party in one jurisdiction to access Personal Data that the other party stores in another jurisdiction that requires an International Data Transfer Mechanism.

13.12 “Licensed Materials” means the Product, Documentation and any other items, materials or deliverables that Licensor provides, or is obligated to provide, as part of a Subscription.

13.13 “Licensor’s Computing Environment” means the computing infrastructure and systems used by Licensor to provide the Product via SaaS Service.

13.14 “Open Source Software” means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification and redistribution.

13.15 “Personal Data” means information the Buyer Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person. “Personal Data” includes equivalent terms in other Data Protection Law, such as the CCPA-defined term “Personal Information,” as context requires, to the extent such information forms part of the Buyer Data.

13.16 “Personnel” means a Party or its Affiliate’s directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

13.17 “Privacy and Security Terms” means Section 7.5, the attached Data Protection Addendum (if applicable), and any other terms and conditions regarding the privacy and security of data agreed upon by the parties that are a part of this Agreement, whether in an addendum or amendment to this Standard Contract.

13.18 “Process” or “Processing” means any operation or set of operations that are performed on Personal Data, whether or not by automated means, including, but not limited to, accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting, and destroying Personal Data.

13.19 “Product Listing” means the description of Product and other product information listed on the AWS Marketplace and offered by Licensor or its authorized reseller, including Support Services and Licensor’s policies and procedures incorporated or referenced in the product information. The Product Listing may also describe, incorporate or reference Licensor’s security practices or disclosures concerning Open Source Software.

13.20 “Product” means the computer software and any associated data, content and/or services identified in the applicable Product Listing that Licensor provides or is obligated to provide as part of a Subscription, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the foregoing that Licensor provides, or is obligated to provide, as part of the Subscription.

13.21 “Proprietary Rights” means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

13.22 “SaaS Service” means access and use of the Product, or a component of a Product, as deployed and hosted by Licensor in the Licensor’s Computing Environment, and any software and other technology provided or made accessible by Licensor in connection therewith (and not as a separate product or service) that Buyer is required or has the option to use in order to access and use the Product.

13.23 “Services” means all services and tasks that Licensor provides or is obligated to provide under this Agreement, including without limitation Support Services.

13.24 “Subcontractor” means any third party subcontractor or other third party to whom Licensor delegates any of its duties and obligations under this Agreement.

13.25 “Subscription” means a Product subscription for a specific use capacity purchased by Buyer and fulfilled by Licensor for the licensing and provision of Product, whether deployed in Buyer’s Computing Environment and/or provided as a SaaS Service through Licensor’s Computing Environment.

13.26 “Support Services” means the support and maintenance services for the Product that Licensor provides, or is obligated to provide, as described in the Product Listing.

13.27 “System Data” means data and data elements (other than Buyer Data) collected by the Product, SaaS Service or Licensor’s Computer Environment regarding configuration, environment, usage, performance, vulnerabilities and security of the Product or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Product or SaaS Service.

13.28 “User” means Buyer, its Affiliates and any person or software program or computer systems authorized by Buyer or any of its Affiliates to access and use the Product as permitted under this Agreement, including Contractors of Buyer or its Affiliates.

Data Processing Addendum for Standard Contract for AWS Marketplace

This Data Processing Addendum (this “**Addendum**”) is part of the Standard Contract for AWS Marketplace (the “**Standard Contract**”) between Licensor (who is the Processor) and Buyer (who is the Controller) and governs Licensor’s Processing of Personal Data in its capacity as a Processor in connection with Licensor’s provision of the Services it provides pursuant to the Standard Contract. This Addendum shall only apply if Licensor and Buyer have not entered into a separate data processing agreement or similar contractual arrangement with respect to the Processing of Personal Data. All capitalized terms used but not defined in this Addendum have the meanings given to them in the Standard Contract.

Processing of Personal Data

I. DEFINITIONS

1. “**Controller**” means the entity that determines the purposes and means of the Processing of Personal Data. “Controller” includes equivalent terms in other Data Protection Law, such as the CCPA-defined term “Business” or “Third Party,” as context requires.
2. “**Personal Data Breach**” means a confirmed Security Incident, such as a breach of security of the Services that caused an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, or an event that qualifies as a reportable data breach under applicable Data Protection Law.
3. “**Processor**” means an entity that processes personal data on behalf of another entity. “Processor” includes equivalent terms in other Data Protection Law, such as the CCPA-defined term “Service Provider,” as context requires.
4. “**Sensitive Personal Data**” means the following types and categories of Personal Data, as defined under applicable Data Protection Law, such as: (a) data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; (b) genetic data; (c) biometric data; (d) data concerning health, including protected health information governed by the Health Insurance Portability and Accountability Act; (e) data concerning a natural person’s sex life or sexual orientation; (f) government identification numbers (e.g., SSNs, driver’s license); (g) payment card information; (h) nonpublic personal information governed by the Gramm-Leach-Bliley Act; (i) an unencrypted identifier in combination with a password or other access code that would permit access to a data subject’s account; and (j) precise geolocation. “Sensitive Personal Data” includes equivalent terms in other Data Protection Law, such as “special categories or personal data” or “sensitive personal information,” as context requires.

II. INTERNATIONAL DATA TRANSFERS

1. **International Data Transfer.** Before Buyer transfers Personal Data to Licensor, or permits Licensor to access Personal Data located in a jurisdiction that requires an International Data Transfer Mechanism, Buyer will notify Licensor of the relevant requirement and the parties will work together in good faith to fulfill the requirements of that International Data Transfer

Mechanism. The parties will institute and comply with any International Data Transfer Mechanism that may be required by applicable Data Protection Law.

III. DATA PROTECTION GENERALLY

1. **Compliance.** The parties will comply with their respective obligations under Data Protection Law and their respective privacy notices.
2. **Confidentiality.** Licensor will restrict access to Personal Data to those authorized persons who need such information to provide the Services. Such authorized persons are obligated to maintain the confidentiality of any Personal Data.
3. **Security.** Licensor will implement appropriate technical and organizational measures to ensure a level of security appropriate to the Personal Data provided by Buyer and processed by Licensor. Such security measures will be at least as protective as the security requirements set forth in the Standard Contract. When choosing security controls, Licensor will consider the state of the art, the cost of implementation, the nature, scope, context, and purposes of Personal Data Processing, and the risk to data subjects of a Security Incident or Personal Data Breach affecting Personal Data.
4. **Retention.** Personal Data received from Buyer will be retained only for so long as may be reasonably required in connection with Licensor's performance of the Standard Contract or as otherwise required under Data Protection Law.
5. **Cooperation.** Licensor will cooperate to the extent reasonably necessary in connection with Buyer's requests related to data protection impact assessments and consultation with supervisory authorities and for the fulfillment of Buyer's obligation to respond to requests for exercising a data subject's rights under Data Protection Law. Licensor reserves the right to charge Buyer for its reasonable costs in collecting and preparing Personal Data for transfer and for any special arrangements for making the transfer.
6. **Third Party Requests.** If Licensor receives a request from a third party in connection with any government investigation or court proceeding that Licensor believes would require it to produce any Personal Data, Licensor will inform Buyer in writing of such request and cooperate with Buyer if Buyer wishes to limit, challenge or protect against such disclosure, to the extent permitted by applicable Law.
7. **Instructions from the Buyer.** Notwithstanding anything in the Standard Contract to the contrary, Licensor will only Process Personal Data in order to provide the Services to Buyer, in accordance with Buyer's written instructions, as permitted by the last sentence of Section III.8 below, or as required by applicable Law. Licensor will promptly inform Buyer if following Buyer instructions would result in a violation of Data Protection Law or where Licensor must disclose Personal Data in response to a legal obligation (unless the legal obligation prohibits Licensor from making such disclosure).
8. **Scope of Processing.** Licensor is prohibited from: (a) Selling (as such term is defined in the CCPA) Personal Data, (b) Processing the Personal Data for any purpose other than for the specific business purpose of performing Buyer's documented instructions for the business

purposes defined in this Addendum, including retaining, using, or disclosing the Personal Data for a commercial purpose other than performing Buyer's instructions, or (c) Processing the Personal Data outside of the direct business relationship between the parties as defined in this Agreement. Licensor certifies that it understands these restrictions. Notwithstanding the foregoing, Licensor may Process Personal Data to retain or employ another person as a Sub-Processor (as defined in Section III.10 below) in accordance with this Addendum, for internal use by the Licensor to improve the quality of its services (provided that Licensor does not use the Personal Data to perform services on behalf of another person), or to detect data Security Incidents or protect against malicious, deceptive, fraudulent or illegal activity.

9. Sensitive Information. Buyer will inform Licensor if Personal Data is Sensitive Personal Data.

10. Sub-processors. Buyer grants Licensor general authorization, as a Processor, to engage other processors ("**Sub-Processors**") to assist in providing the Services consistent with the Standard Contract. Licensor will make a list of such Sub-Processors accessible to Buyer prior to transferring any Personal Data to such Sub-Processors. Licensor will notify Buyer of any changes to the list of Sub-Processors by updating such list from time to time in order to give Buyer an opportunity to object to such changes.

11. Sub-processor Liability. Where Licensor engages a Sub-Processor for carrying out specific processing activities on behalf of Buyer, substantially similar data protection obligations as set out in this Addendum will be imposed on that Sub-Processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of Data Protection Law. Licensor will be liable for the acts or omissions of its Sub-Processors to the same extent as Licensor would be liable if performing the services of the Sub-Processor directly.

12. Recordkeeping. Upon a request issued by a supervisory authority for records regarding Personal Data, Licensor will cooperate to provide the supervisory authority with records related to processing activities performed on Buyer's behalf, including information on the categories of Personal Data Processed and the purposes of the Processing, the use of service providers with respect to such Processing, any data disclosures or transfers to third parties and a general description of technical and organizational measures to protect the security of such data.

13. Transfer of Personal Data; Appointment. Buyer authorizes Licensor to Process Personal Data in the United States or any other country in which Licensor or its Sub-Processors maintain facilities. Buyer appoints Licensor to perform any such transfer of Personal Data to any such country and to store and process Personal Data in order to provide the Services. Licensor will conduct all such activity in compliance with the Standard Contract, this Addendum, Data Protection Law, any applicable International Data Transfer Mechanism and Buyer instructions.

14. Deletion or Return. When instructed by Buyer, Licensor will delete any Personal Data or return it to Buyer in a secure manner and delete all remaining copies of Personal Data after such return except where otherwise required under applicable Law. Licensor will relay Buyer's instructions to all Sub-Processors.

15. Breach Notification. After becoming aware of a Personal Data Breach, Licensor will notify Buyer without undue delay of: (a) the nature of the Personal Data Breach; (b) the number and categories of data subjects and data records affected; and (c) the name and contact details for the relevant contact person at Licensor.

16. Audits. Upon request, Licensor will make available to Buyer all information necessary, and allow for and contribute to audits, including inspections, conducted by Buyer or another auditor mandated by Buyer, to demonstrate compliance with Data Protection Law. For clarity, such audits or inspections are limited to Licensor's Processing of Personal Data only, not any other aspect of Licensor's business or information systems. If Buyer requires Licensor to contribute to audits or inspections that are necessary to demonstrate compliance, Buyer will provide Licensor with written notice at least 60 days in advance of such audit or inspection. Such written notice will specify the things, people, places or documents to be made available. Such written notice, and anything produced in response to it (including any derivative work product such as notes of interviews), will be considered Confidential Information and, notwithstanding anything to the contrary in the Standard Contract, will remain Confidential Information in perpetuity or the longest time allowable by applicable Law after termination of the Standard Contract. Such materials and derivative work product produced in response to Buyer's request will not be disclosed to anyone without the prior written permission of Licensor unless such disclosure is required by applicable Law. If disclosure is required by applicable Law, Buyer will give Licensor prompt written notice of that requirement and an opportunity to obtain a protective order to prohibit or restrict such disclosure except to the extent such notice is prohibited by applicable Law or order of a court or governmental agency. Buyer will make every effort to cooperate with Licensor to schedule audits or inspections at times that are convenient to Licensor. If, after reviewing Licensor's response to Buyer's audit or inspection request, Buyer requires additional audits or inspections, Buyer acknowledges and agrees that it will be solely responsible for all costs incurred in relation to such additional audits or inspections.

Corellium Terms of Use

Last Updated: August 20, 2024

The Corellium® Products and Corellium Services (defined below), and all content and features contained therein, are owned and operated by Corellium, Inc., a Delaware corporation (hereinafter sometimes also referred to as “Corellium”, “we”, “us”, or “our”).

IMPORTANT: PLEASE READ ALL OF THE FOLLOWING TERMS OF USE CAREFULLY. THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE (BUT ARE NOT LIMITED TO) VARIOUS LIMITATIONS AND EXCLUSIONS, A BINDING ARBITRATION CLAUSE, A CLASS ACTION WAIVER, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

1. Acceptance

By clicking the acceptance box or button, signing a relevant Order Form, or accessing the Corellium Site or using the Corellium Products or Corellium Services, you accept and agree to be bound by these Terms and Conditions (“Terms”) and to the extent you are licensing the Corellium CHARM Developer Kit, the additional CDK License Agreement attached hereto. If you do not agree to these Terms and/or the CDK License Agreement, as applicable, then do not order, access, or use the Site, Corellium Products, or Corellium Services.

The Corellium Services are made available only to persons who are the age of majority and can form legally binding contracts under applicable law. Without limiting the foregoing, the Corellium Services are not intended to be used by individuals under the age of 18. If you do not qualify, do not access or use the Site, Corellium Products, or Corellium Services.

If you are accepting these Terms on behalf of a company, a governmental body, or other legal entity, you represent and warrant that you have the authority to bind such entity; that such entity agrees to be legally bound by the Terms; and that neither you nor such entity are barred from using the Corellium Services or accepting the Terms under the laws of the

applicable jurisdiction. If acceptance is on behalf of an entity, then any reference to the terms “you” and “your” shall mean that entity. Corellium and Customer, Authorized User (as defined herein) and you may be referred to herein collectively as the “Parties” or individually as a “Party.”

Your use of the Corellium Services is also subject to our Privacy Policy and Intellectual Property Policy, which are available on the Site at www.corellium.com/privacy and www.corellium.com/IP, respectively, as well as any policies and procedures we publish from time to time (collectively, the “Policies”). We reserve the right to modify these Terms at any time, with such changes becoming effective upon Corellium posting the modified Terms to the Site. Each time you use the Site, Corellium Products, or Corellium Services, the then-current version of the Terms will apply. If you use the Site, Corellium Products, or Corellium Services after a modification of these Terms, you agree to be bound by the Terms as modified.

You represent that any information you submit to us when using the Site, Corellium Products, or Corellium Services is accurate, truthful, and current. You also represent that your use of the Site, Corellium Products, or Corellium Services does not violate any applicable law or regulation.

2. Definitions

The definitions for some of the defined terms used in this Agreement are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement.

2.1 “Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

2.2 “Authorized User” means an employee, agent, representative, or individual contractor of Customer (including, any sales representatives and retailers), or such other party who has been authorized by Customer to use the Corellium Products and Corellium

Services, as well as any guest invited by Customer to access and use the Corellium Products or Corellium Services.

2.3 “Corellium MATRIX” means the automated mobile application security testing product developed by Corellium that runs automated security checks and provides a report of the outcome.

2.4 “Corellium Product(s)” means the products or applications offered by Corellium in connection with the Corellium Services that are described on the applicable Order Form including without limitation the Corellium Software and the Equipment.

2.5 “Corellium SaaS” means Corellium Software provided in the form of software-as-a-service, and related hosting, maintenance and/or support Corellium Services made available by Corellium for remote access and use by Customer and its Authorized Users, including any Documentation and Updates thereto.

2.6 “Corellium Services” means the services provided by Corellium under the applicable Corellium Order Form, including but not limited to the Corellium SaaS and other services as Corellium may offer or provide from time to time.

2.7 “Corellium Software” means the virtualization software developed by Corellium and such other software as may be from time to time offered by Corellium as standalone executable software, software pre-installed on Equipment, software-as-a-service, or other such means as may be determined by Corellium from time to time.

2.8 “Destructive Elements” means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Corellium Product or any other associated software, firmware, hardware, computer system, or network (including, without limitation, “Trojan horses,” “viruses,” “worms,” “time bombs,” “time locks,” “devices,” “traps,” “access codes,” or “drop dead” or “trap door” devices) or any other harmful, malicious, or hidden

procedures, routines, or mechanisms that would cause the Corellium Product to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with operations.

2.9 “Documentation” means any guides and other documentation for any Corellium Product or Corellium Service that Corellium provides to Customer either directly or through publication on the Corellium SaaS or other means made available to the Customer.

2.10 “Equipment” means certain ARM-based servers or other hardware sold, leased, or rented to Customer under an applicable Order Form containing an object-code version of the Corellium Software.

2.11 “Intellectual Property Right(s)” means, with respect to any thing, material or work (hereinafter, a “Work”): (a) any and all worldwide copyrights, trademarks, trade secrets and any other intellectual property and proprietary rights and legal protections in and to such Work including but not limited to all rights under treaties and conventions and applications related to any of the foregoing; (b) all patents, patent applications, registrations and rights to make applications and registrations for the foregoing; (c) all goodwill associated with the foregoing; (d) all renewals, extensions, reversions or restorations of all such rights; (e) all works based upon, derived from, or incorporating the Work; (f) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; (g) all causes of action, either in law or in equity for past, present or future infringement based on the Work; (h) all rights corresponding to each of the foregoing throughout the world; and (i) all the rights embraced or embodied therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, publicly perform, display, license, adapt, prepare derivative works from the Work, together with all physical or tangible embodiments of the Work.

2.12 “Order Form” means a document that is signed or otherwise agreed to by authorized representatives of both Parties and that sets forth various terms and conditions applicable to the Corellium Products and Corellium Services purchased or subscribed for by the Customer, which may include any or all of the following: (i) the Corellium SaaS to be provided by Corellium; (ii) any Corellium Product(s) being ordered; (iii) the Subscription Term; (iv) the applicable fees; and (v) other mutually-agreed upon terms and conditions.

Each Corellium Order Form is deemed incorporated into and made a part of this Agreement. To the extent any provision set forth in the Corellium Order Form conflicts with any provision set forth elsewhere in this Agreement, the provision set forth in this Agreement shall govern, unless the Corellium Order Form includes the section numbers of this Agreement that the Parties agree no longer govern or are modified for the matters covered thereby.

2.13 “Prohibited Content” means content that: (i) is illegal under applicable law; (ii) violates any third party’s intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; (iii) contains indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, Corellium Services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; (vii) contains Destructive Elements; or (viii) is otherwise objectionable to Corellium in its sole discretion.

2.14 “Severe Infraction” means breach or violation by Customer or any Authorized User of their respective obligations not to (nor authorize, permit, or encourage any third party to) do the following: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Corellium Software or Corellium Services; (ii) modify, adapt, or translate the Corellium Software or Corellium Services; (iii) make any copies of the Corellium Software or Corellium Services; (iv) resell, distribute, or sublicense the Corellium Software, Corellium Services, any Corellium Product, or use any of the foregoing for the benefit of anyone other than Customer or the Authorized Users unless expressly set forth in the Corellium Order Form; (v) use the Corellium Software, Corellium Services, or any Corellium Product (1) in violation of any applicable law or regulation, for any illegal purpose, or in a way that violates, infringes, or misappropriates Corellium’s or any third party’s Intellectual Property Rights, as determined by Corellium in its sole and absolute discretion, (2) in order to build a competitive (or substitute) product or service, or (3) for any purpose not specifically permitted in this Agreement; (vi) introduce, post, or upload to the Corellium Software, Corellium Services, or any Corellium Product any Prohibited Content; (vii) attempt a denial of service attack on the Corellium system or any part thereof, or attempt to hack or break any security mechanism of or on the system or any Service; (viii) access or use the Corellium system or any Service or Corellium Product in a way that poses a security or service risk to Corellium, to any user of Corellium Services offered by Corellium, to any third party on the Corellium SaaS, or to any of Corellium’s or

their respective customers, or may subject Corellium or any third party to liability or damages; (ix) access or use the Corellium Software or Corellium Services in a way intended to avoid incurring Fees or exceeding usage limits or quotas; or (x) if Corellium determines, in its sole and absolute discretion, that the provision of any of the Corellium Software, Corellium Services or Corellium Products to Customer or any Authorized User is prohibited by any applicable law, or has become impractical or unfeasible for any legal or regulatory reason.

2.15 “Site” means Corellium’s website located at www.corellium.com or any other website under the ownership and control of Corellium and provided in connection with the Corellium Products and Corellium Services.

2.16 “Site Installation” means any collection of Corellium servers connected on a single cluster, accessed via a single URL (domain).

2.17 “Subscription Term” is the applicable license or subscription period defined and set forth in the Corellium Order Form. If for any reason the Corellium Order Form does not provide a Subscription Term, the Subscription Term shall be twelve (12) months from the Effective Date specified in the Corellium Order Form.

2.18 “Updates” means any corrections, fixes, patches, workarounds, and minor modifications to the Corellium Software or Corellium SaaS that Corellium provides generally to customers, but specifically excludes any new Corellium offerings or add-ons to the existing Corellium Software or Corellium SaaS.

3. Registration and Account

Certain of the Corellium Services, including the Corellium SaaS, or portions of the Site may require Customer to register for an account (“Account”). As part of the Account creation process, Customer may be asked to provide a username and password unique to the Account (“Login Information”). Customer is responsible for the confidentiality and use of Customer’s Login Information and agrees not to transfer or disclose Customer’s Login Information to any third party other than an individual with express authority to act on Customer’s behalf. If Customer suspects any unauthorized use of Customer’s Account,

Customer agrees to notify Corellium immediately. Customer is solely responsible for any activities occurring under Customer's Account. Customer has no ownership right to Customer's Account. When registering for an Account and accessing the Corellium Services, Customer represents and warrants that the information Customer enters for Customer's organization is correct. Customer acknowledges and agrees that Customer is responsible for all activity under Authorized User.

4. License, Delivery, and Restrictions

4.1 License. Subject to and conditioned on Customer's payment of all applicable Fees and Customer's compliance with all of the Terms, Corellium hereby grants Customer a limited, non-exclusive, non-sublicensable, and non-transferable right to access and use the Corellium Software and/or Corellium Services in the form identified in Customer's Order Form, together with the Documentation, for the Subscription Term identified in Customer's Order Form, solely for Customer's internal business purposes.

4.2 Delivery. As applicable, Corellium shall electronically deliver the Corellium Software, or make available the Corellium SaaS, such that no tangible media passes to Customer. Customer will be responsible for obtaining Internet connections and other third-party software generally required for accessing websites (such as web browsers, operating systems, etc.) and services necessary for it to access the Corellium SaaS. To the extent Customer has purchased, leased, or rented Equipment under an Order Form, Customer's use of the Corellium Software is limited to such use only in connection with such Equipment and solely for Customer's internal business purposes. Title to and risk of loss of the Equipment passes to Customer upon delivery of the Equipment to the Customer at the shipping address provided.

4.3 Restrictions. Customer will not (and will not authorize, permit, or encourage any third party or Authorized User to): (i) allow anyone other than Authorized Users to access and use the Corellium Services or the Corellium Products; (ii) allow an Authorized User to share with any third party his or her Login Information to the Corellium SaaS; (iii) remove or modify any proprietary marking or restrictive legends placed on the Service, any Corellium Product, or the Documentation; or (iv) take any action, or fail to act in a way, that results in a Severe Infraction. Customer's failure to abide by these conditions will immediately terminate Customer's right to access the Site or to use the Corellium Services and may violate our intellectual property rights or the intellectual property rights of third parties.

4.4 Ownership. As between Corellium and Customer, Corellium retains title to and ownership of Corellium Software, Corellium Services, Corellium Products, the Documentation, and any content, materials, improvements or derivative works thereof, together with all copyrights, trademarks, and other Intellectual Property Rights relating thereto (collectively “Corellium Technology”). Customer will have no rights with respect to Corellium Technology other than those expressly granted under this Agreement.

5. Third-Party Materials

5.1 Third-Party Websites. The Site may contain links to websites Corellium do not operate, control, or maintain (“Third-Party Websites”). Corellium does not endorse any Third-Party Websites, and Corellium makes no representation or warranty in any respect regarding the Third-Party Websites. Any links to Third-Party Websites are provided solely for Customer’s convenience. If Customer accesses any Third-Party Websites, Customer does so at Customer’s own risk and waives any and all claims against Corellium regarding the Third-Party Websites or Corellium’s links thereto.

5.2 Third-Party Software. The Corellium Products and Corellium Services may be compatible with certain software, applications, and resources Corellium does not operate, control, or maintain (“Third-Party Software”). Corellium is not affiliated with and does not endorse any Third-Party Software, and Corellium makes no representation or warranty in any respect regarding any Third-Party Software. Any links to Third Party Software provided through the Site, Corellium Products, or Corellium Services are provided solely for Customer’s convenience. If Customer accesses or uses any Third-Party Software, Customer does so at Customer’s own risk and waives any and all claims against Corellium regarding the Third-Party Software or Corellium’s links thereto.

5.3 Third-Party Terms and Conditions. Customer’s use of any Third-Party Software may be governed by the specific terms and conditions set forth by such third parties. Accordingly, Customer acknowledges that the use of any Third-Party Websites or Third-Party Software is governed by such terms and conditions and licenses between Customer and such third parties (“Third-Party Terms and Conditions”). Customer agrees and acknowledges that it is responsible for complying with such Third-Party Terms and Conditions. Customer agrees to indemnify Corellium for any costs, including attorneys’

fees, arising from any claims against Corellium due to actions of Customer which allegedly violate such third-party terms and conditions.

5.4 NXP Terms and Conditions. In the event that any End User breaches any confidentiality or use restrictions in this Agreement that are related to any Intellectual Property Rights owned by NXP Semiconductors Netherlands B.V., whose principal place of business is situated at High Tech Campus 60, Eindhoven, 5656 AG, The Netherlands (“NXP”), it is intended that NXP will have the right to enforce any rights conferred on it under this Agreement and to that extent NXP will have the same rights against the End User as would be available if it were a party to this Agreement.

6. Customer Data

6.1 Ownership. Customer owns all right, title, and interest in and to (a) any intellectual property existing prior to the effective date of this Agreement that was owned or developed by Customer or Customer’s licensees or subcontractors, (b) anything Customer develops independent of Customer’s relationship with Corellium, (c) documents, email, or other data uploaded through the Corellium Services or otherwise provided to Corellium in the course of using the Corellium Products or Corellium Services, including all Intellectual Property Rights therein, provided to Corellium by Customer, or (d) any other data or documents uploaded to the Corellium Services by Customer or any of its Authorized Users, (collectively, “Customer Data”). Corellium shall not use Customer Data, except as expressly permitted by this Agreement, required by law, required to provide the Corellium Services to Customer, or as otherwise authorized by Customer in writing. Specifically subject to the restrictions in this paragraph, Corellium shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Corellium Services and related systems and technologies (including, without limitation, anonymous and aggregated information concerning use of Customer Data in the Corellium Services) (“Usage Data”), and Corellium own of all such Usage Data. No rights or licenses are granted in the Customer Data except as expressly set forth herein.

6.2 Data Security. Corellium is dedicated to keeping Customer Data secure. Corellium has implemented and will maintain technical and organizational measures commensurate with generally accepted industry standards designed to protect Customer Data against accidental or unlawful loss, alteration, access or disclosure. Such measures will include

but are not limited to encryption, monitoring, network controls, personnel training, and regular security testing. Upon termination of this Agreement, or when Customer closes Customer's Account, Corellium will remove Customer Data from Corellium's servers within thirty (30) days.

7. User Content Generally

When Customer posts content and/or information to the Site or in connection with the Corellium Services, whether within Customer's Account as Customer Data, or otherwise (collectively, "User Content"), Customer represents and warrants to Corellium that (1) Customer owns or has rights to use the User Content, (2) the posting of the User Content does not violate any rights of any person or entity, and (3) Customer has no agreement with or obligations to any third party that would prohibit Customer's use of the Site, Corellium Products, or Corellium Services in the manner so used. Customer agrees to pay all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by Customer to the Site or through the Corellium Services.

8. Fees and Payment Terms

8.1 **Payment Terms.** Customer shall pay Corellium the fees set forth in the Order Form without offset or deduction ("Fees"), which may be invoiced on a subscription or as-used basis. All prices are in US dollars. Customer shall make all payments in US dollars on or before the due date set forth in Order Form or otherwise in accordance with this Agreement. Annual subscriptions are invoiced in advance, with payment due no later than Net 30 from the date of invoice, unless otherwise agreed and specified on the invoice. If you link a debit or credit card to your Account, you authorize us to collect Fees by debit from your linked debit card or charge to your linked credit card.

8.2 **Device-Hours and Burst Charges.** Certain subscription plans for the Corellium SaaS product include a specific number of "device-hours" per calendar month. One "device-hour" represents a single virtual device being in an "On" or "Paused" state for a period of one hour. Device-hours are measured by pooling together individual virtual device usage sessions within each month, then rounding up to the nearest hour. The number of "plan device-hours" per month included for Customer use with a purchased subscription plan is indicated by the relevant SKU specified in the Products section of the Order Form. For any calendar month during the Subscription Term, if Customer usage of the Corellium

Product exceeds their plan device-hours, "burst device-hours" will be charged to the customer for the calendar month period. Burst device-hours are charged at the same device-hour rate as plan device-hours. If incurred, a customer invoice for the month period will be generated and sent to the Customer for payment with terms as specified on the relevant Order Form. For any calendar month during the Subscription Term, if Customer usage of Corellium Product does not exceed their plan device-hours, unused device-hours do not rollover to the following month period.

8.3 Late Payments. If Customer fails to make any undisputed payment when due, in addition to all other remedies that may be available: (i) Corellium may charge interest on the past due amount at the highest rate permitted under applicable law, calculated daily and compounded monthly; (ii) Corellium may withdraw any discounts offered in the Order Form; and (iii) Customer shall reimburse Corellium for all costs incurred by Corellium in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

8.4 Taxes. Applicable taxes will be calculated and reflected on the invoice. However, unless otherwise specified, all Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer 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 Customer hereunder, but in all cases excluding any taxes imposed on Corellium's income, employment, or property.

8.5 Disputes. Where the Customer disputes any amount invoiced in good faith, it will: (i) notify Corellium as soon as reasonably practicable, however, not later than ten (10) business days after receipt of the relevant invoice; (ii) pay the balance of the invoice that is not in dispute by the due date; and (iii) pay the balance and any interest as set out in Clause 8.1 above on sums found or agreed to be due within ten (10) business days after resolution of the dispute. Affiliate Orders.

8.6 Affiliate Orders. The Parties agree that Affiliates of Customer may execute their own Order or Orders with Corellium, as mutually agreed by the parties. This will create a separate agreement between Corellium and the Affiliate incorporating the terms of this

Agreement whereby the Affiliate shall be deemed “Customer”. Neither Customer nor Customer’s Affiliate shall have any rights under each other’s agreement with Corellium and a breach or termination of any such agreement will not result in a breach or termination of any other agreement.

9. Term and Termination

9.1 Term. The term of this Agreement shall commence on the applicable Effective Date specified in the Order Form and continue for the Subscription Term, unless otherwise terminated as provided in this Section. Unless otherwise provided in the applicable Order Form, the Subscription Term will automatically renew for a term of equal length, unless Customer notifies Corellium of its intention not to renew at least thirty (30) days in advance of the expiration of the current term.

9.2 Termination for Inactivity. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if there are no current Corellium Order Forms in effect and none have been effective within the previous sixty (60) days.

9.3 Termination by Customer. Customer may terminate this Agreement at the end of the Subscription Term specified in the Corellium Order Form by providing thirty (30) days written notice to Corellium. Notwithstanding the foregoing, Customer may cancel any subscription based Corellium Service at any time from Customer’s Account settings or as otherwise agreed by Corellium in writing. Customer will continue to have access to that Corellium Service through the end of Customer’s then current billing period, but Customer will not be entitled to a refund or credit for any Subscription Fees already due or paid.

9.4 Termination by Corellium.

a. Corellium may terminate this Agreement or suspend Customer’s or any Authorized User’s access to Corellium Products and/or Corellium Services if, in Corellium’s sole and absolute discretion, the Customer, or any of its Affiliates, employees, contractors or Authorized Users: (i) use any of Corellium’s Intellectual Property Rights other than as expressly permitted herein; (ii) is in default or breach of any provisions of this Agreement and such breach, if capable of cure, is not cured within thirty (30) days; (iii) is in default of

any of its undisputed payment obligations to Corellium and such payment obligation is not cured within ten (10) business days; or (iv) commences liquidation or dissolution proceedings, disposes of or attempts to dispose of its assets other than in the ordinary course of business, fails to continue its business, makes an assignment for the benefit of creditors, or if Customer becomes the subject of a voluntary or involuntary bankruptcy or similar proceeding.

b. Corellium may, in its sole and absolute discretion, immediately and with or without notice, suspend or terminate the Customer license in whole or in part and with respect to any or all Authorized Users or otherwise, or terminate this Agreement or any Corellium Order Form, if Customer or any Authorized User commits a Severe Infraction.

9.5 Termination of an Authorized User.

a. By Customer. Customer may terminate any Authorized User's right to access and use the Corellium Products or Corellium Services by changing the Authorized User configurations in the Company Account.

b. By Corellium. Corellium may terminate the right of any Authorized User to access and use the Corellium Products or Corellium Services immediately and without notice if:

Customer revokes its status as an Authorized User;

an Authorized User fails to comply with any of the terms or conditions of this Agreement; or either Corellium or Customer terminates this Agreement, or an Order Form, as applicable.

9.6 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, any licenses granted hereunder will also terminate, and, without limiting Customer's obligations hereunder, Customer shall cease using and delete, destroy, or return all copies of the Corellium Software (whether from the Equipment or otherwise) and certify in writing to Corellium that the Corellium Software has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

10. Support

Customer may use Corellium's self-service Knowledge Base at support.corellium.com to find answers to most common questions. Customer may submit support requests via the Corellium Help Desk at support.corellium.com, or by emailing support@corellium.com. Corellium will typically respond to support requests within one business day, and will use commercially reasonable efforts to resolve support requests in a prompt and timely manner. Support is provided Monday - Friday 9-5 EST, except on federally recognized US holidays.

In order to resolve support requests, Corellium may require Customer to provide a general description of the operating environment, a list of hardware components, a reproducible test case, and certain log files, trace files, or system files. Failure to provide this information may prevent Corellium from identifying and resolving the alleged issue. Support is provided only for users with active Subscriptions. Corellium reserves the right to provide Company with a workaround in lieu of fixing an alleged defect should Corellium in its sole judgment determine that it is more effective to do so. Support requests are limited to Corellium Products that are current and up to date.

Support is provided for general technical support questions concerning the operation of Corellium Products. This support does not include assistance with user or third-party generated software (e.g. applications), including software (e.g. custom virtual device models or extensions) when generated through the use of Corellium Products or Corellium provided tools. This support also does not include assistance with Customer or third-party computer systems or networks. Customers may purchase additional support services from Corellium as available and as defined in relevant addendums to this Agreement.

11. Modifications; Maintenance; Updates

11.1 Modifications. Corellium reserves the right to, and may at any time from time to time: (i) enhance, modify or remove any feature(s) or functionality of any Site, Corellium Product, or Corellium Services; (ii) add additional service offerings; or (iii) remove service offerings (parts (i) – (iii) collectively, "Service Revisions"). Corellium may notify Customer of any material Service Revisions that will substantially impact Customer's use of the Corellium Products or Corellium Services by posting notice of such material Service

Revisions on the Corellium SaaS or other support page or by e-mail. Unless, and only to the extent, Corellium provides otherwise, any Service Revisions will become effective immediately upon their implementation by Corellium. Customer's and any Authorized User's continued use of any Corellium Product or Corellium Service after any Service Revisions become effective constitutes Customer's and that Authorized User's acceptance of the Service Revisions.

11.2 Maintenance. At any time from time to time, with or without notice and without Corellium liability to Customer or any Authorized User, all or part of any Corellium Products or Corellium Services may be suspended: (i) in order to maintain (e.g. update, modify, upgrade, patch or repair) the Corellium system or any part or aspect of its infrastructure; (ii) as Corellium determines may be required by applicable law; (iii) as Corellium determines to be necessary to protect its system or any part thereof, or any other party of its infrastructure, from unauthorized access or any attack; or (iv) as the result of technical issues or system failures. Corellium will make a good faith effort to notify Customer in advance of any scheduled suspension of the applicable Corellium Products or Corellium Services.

11.3 Updates. The Site, Corellium Products, and Corellium Services, including their functions and functionality, may be changed by Corellium while this Agreement is in effect by means of Updates. Updates may modify or delete in their entirety certain features and functionalities. Customer acknowledges and agrees that Updates will be deemed to be part of the Site, Corellium Products, and Corellium Services, as applicable, and will be subject to the terms and conditions of this Agreement. Customer agrees to install or otherwise implement Updates when made available by Corellium, and Customer understands and agrees that failure to install or implement Updates as they are made available by Corellium will void all performance warranties and any support obligations Corellium has under this Agreement, even if Customer has paid for Premium Support.

12. Notice of Infringement

Corellium respects intellectual property laws and expects all Customers to do the same. It is Corellium's policy to terminate in appropriate circumstances the Accounts of Customers who repeatedly infringe or are believed to be repeatedly infringing the rights of Intellectual Property owners. Claims of trademark, copyright, or patent infringement or any other

alleged intellectual property violations should be sent to Corellium's designated agent, pursuant to Corellium's Intellectual Property Policy (www.corellium.com/IP).

13. Warranty Disclaimer

13.1 Disclaimer. Except as otherwise provided herein, Customer understands and agrees that the Corellium Technology are available on an "as is" basis, without any other warranty, and that Customer uses the Site, Corellium Products, and Corellium Services at Customer's own risk.

13.2 Equipment Warranty. All Corellium Products that include hardware Equipment include a 1-year limited hardware warranty from date of purchase. Corellium Products must have an active Subscription Term and have current and up to date Corellium software. Any modification of Equipment by Customer will void this warranty, and Corellium may not provide support services for Corellium Products running on modified Equipment. The warranty is an exchange service that involves like-for-like replacement of defective, as deemed by Corellium at its sole discretion, Equipment with new Equipment provided by Corellium. Corellium may request defective equipment to be returned to Corellium or require the Customer to provide proof of software deletion or destruction via a means provided by Corellium and that is reasonable for the Customer to execute. Corellium will incur all costs for shipping Equipment to and from the Customer. Corellium will make every commercially reasonable effort to diagnose defective Equipment and perform the exchange service as quickly as possible.

13.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 13, CORELLIUM DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (C) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE CORELLIUM SERVICES OR ON THE SITE, (D) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA ON THE CORELLIUM PRODUCTS AND/OR CORELLIUM SERVICES, AND (E) ANY OTHER WARRANTIES OTHERWISE RELATING TO CORELLIUM'S PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS.

CORELLIUM DOES NOT WARRANT THAT THE SITE, CORELLIUM PRODUCTS, OR THE CORELLIUM SERVICES WILL OPERATE ERROR-FREE. IF CUSTOMER'S USE OF THE SITE, CORELLIUM PRODUCTS, OR THE CORELLIUM SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, CORELLIUM ARE NOT RESPONSIBLE FOR ANY SUCH COSTS. CORELLIUM SPECIFICALLY DISCLAIMS ANY LIABILITY FOR RESULTS OBTAINED FROM CORELLIUM MATRIX.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES; THEREFORE, THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. Exclusion of Certain Damages; Limitation of Liability

14.1 No Consequential Damages. In no event will either Party be liable for any indirect, special, incidental, exemplary, punitive, treble or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, data or other economic advantage) arising out of or relating to this Agreement, however caused and based on any theory of liability, whether breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if the other Party is advised of the possibility of such damages.

14.2 Liability Cap. Each Party's total liability (including attorneys' fees) arising out of or related to this Agreement will not exceed the amount paid by Customer to Corellium under this Agreement during the twelve (12) month period prior to the date the claim arose.

14.3 Excluded Claims. The foregoing limitations under this Section 14 do not apply to (i) Customer's breach of sections 4.1 (License Grant) or 4.3 (Restrictions); (ii) a Party's indemnification obligations under Section 15; (iii) damages arising out of a breach of the other party's intellectual property rights; (iv) damages arising out of a Party's gross negligence or willful misconduct; or (v) any other liability that cannot be excluded under applicable law.

15. Indemnification

15.1 By Corellium. Corellium shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Corellium Technology, or any use of the Corellium Technology in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; provided that Customer promptly notifies Corellium in writing of the claim, cooperates with Corellium, and allows Corellium sole authority to control the defense and settlement of such claim (so long as such settlement does not adversely affect Customer). If such a claim is made or appears possible, Customer agrees to permit Corellium, at Corellium's sole discretion, to (A) modify or replace the Corellium Technology, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Corellium determines that neither of these alternatives is reasonably available, either party may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 15.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Corellium Technology in combination with data, software, hardware, equipment, or technology not provided by Corellium or authorized by Corellium in writing; (B) modifications to the Corellium Technology not made by Corellium or authorized by Corellium in writing; or (C) use of any version other than the most current version of the Corellium Technology delivered to Customer; or (D) Third-Party Software. THIS SECTION 15.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND CORELLIUM'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE CORELLIUM TECHNOLOGY INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

15.1 By Customer. Customer agrees to indemnify and hold harmless Corellium, our affiliates and our and their officers, directors, partners, agents, and employees from and against any loss, liability, claim, or demand, including reasonable attorneys' fees (collectively, "Claims"), made by any third party due to or arising out of Customer's use of the Corellium Technology in violation of this Agreement, , or Customer Data and/or User Content. Customer agrees to be solely responsible for defending any Claims against or suffered by Corellium, subject to our right to participate with counsel of our own choosing. Furthermore, Customer agrees to indemnify and hold Corellium harmless for any damages arising out of a breach of security or any compromise of Customer's Account.

16. Confidential Information

From time to time during the Term, either Customer or Corellium 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 writing, and whether or not identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. 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. On the expiration or termination of this Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. 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.

17. Governing Law

This Agreement are governed by Delaware law, without giving effect to conflicts of law principles. Customer agrees that, to the extent applicable and expressly subject to the dispute resolution provisions below, to submit to the exclusive jurisdiction of the state and federal courts located in the state of Delaware in circumstances where this Agreement permit litigation in court.

18. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

18.1 Notice Requirement and Informal Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this contract, including the formation, interpretation, breach, or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration. Before either Corellium or Customer may seek arbitration, the party seeking arbitration must send the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute and the requested relief. A Notice to Corellium should be sent to: Corellium, Inc., 10 SE 1st Avenue, Suite B, Delray Beach, FL 33444. After the Notice is received, Customer and Corellium may attempt to resolve the claim or dispute informally. If the Parties do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

18.2 Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with this Agreement. The AAA Commercial Arbitration Rules (the “Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) shall be resolved through binding non-appearance-based arbitration. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in Palm Beach County, Florida, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and

disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

18.3 Additional Rules for Non-Appearance Based Arbitration. The arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

18.4 Time Limits. If either Customer or Corellium pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

18.5 Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the parties involved, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon Customer and us.

18.6 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between Customer and Corellium in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, CUSTOMER

AND CORELLIUM WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

18.7 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION 20 MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

18.8 Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. Customer agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Section, to enforce an arbitration award, or to seek injunctive or equitable relief

18.9 Severability. If any part or parts of this Section 20 are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Section 20 shall continue in full force and effect.

18.10 Right to Waive. Any or all rights and limitations set forth in this Section 20 may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Section 20.

18.11 Survival of Agreement. This Section 20 will survive the termination of this Agreement.

18.12 Small Claims Court. Notwithstanding the foregoing, either Customer or Corellium may bring an individual action in small claims court.

18.13 Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section 20.

18.14 Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of our Intellectual Property Rights shall not be subject to this Section 20.

19. Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

20. Force Majeure

Nonperformance of either Party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control of and not caused by the negligence of such Party.

21. U.S. Government

With respect to the procurement or use of any Corellium Service or Corellium Product by or for any agency or part of the U.S. Government, any software provided in connection with any Service and any related explanatory written materials are “commercial items” as that term is defined at 48 CFR Section 2.102, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” as such terms are used in 48 CFR Section 12.212 or 48 CFR Section 227.7202, as applicable. Consistent with 48 CFR Section 12.212 or 48 CFR Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computers Software Documentation are being licensed to the U.S. Government end Authorized Users (a) only as Commercial Items; and (b) with only those rights as are granted to Customer or its Authorized Users pursuant to the

terms, conditions and restrictions of this Agreement. All computer software, technical data and documentation were developed exclusively at private expense by Corellium or its third-party licensors or suppliers.

22. Entire Agreement

This Agreement including any Order Forms, Policies, and any exhibits to any of the foregoing contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements, proposals, understandings, commitments, or negotiations with respect thereto, including, without limitation, any confidentiality or non-disclosure agreements, whether written or oral, and any prior click-wrap, shrink-wrap, or browse-wrap agreements between the Parties with respect to the terms and conditions hereof. There are no other oral or written understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. No additional terms in any Customer-issued document such as a purchase order, even if signed by Corellium, shall amend, replace or supersede this Agreement.

23. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the Parties at the physical addresses or email 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.

24. 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.

25. 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 hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties 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.

26. Assignment

Neither Party will assign or transfer any part of this Agreement without the prior written consent of the other Party, except in the case of an assignment due to corporate reorganization, change of control, consolidation, merger, reincorporation, sale of all or substantially all of its assets related to this Agreement or a similar transaction or series of transactions by either Party, which may occur without written consent. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

27. Equitable Relief

The Parties acknowledge and agree that a breach or threatened breach by such Party of any of its obligations hereunder could cause the non-breaching 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 non-breaching Party will be entitled to seek 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.

28. Compliance with Laws and Export Control

Each Party will comply with all applicable laws and government regulations, including, if applicable, the export laws and regulations of the United States and other applicable jurisdictions, in connection with providing and using Corellium Technology. Without limiting the foregoing, (i) each Party represents that is not named on any government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not, and shall ensure that Named Users do not, violate any export embargo, prohibition, restrictions or other similar law in connection with this Agreement.

Customer is responsible for obtaining all necessary licenses to import the Corellium Technology, for customs importation of the goods, and for all costs and risks of carrying out customs formalities. If shipment of the Equipment is delayed at Customer's request or as a result of Customer's failure to facilitate customs clearance, Customer shall bear all reasonable and necessary transportation and/or storage related costs of holding such Equipment.

29. Anti-Corruption

Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restrictions.

30. Marketing

Unless Customer directs otherwise in writing, which direction may be given at any time, Customer agrees that Corellium may display Customer's company name and logo (in accordance with any trademark guidelines provided) as a Corellium customer in a manner that does not suggest your use or endorsement of any specific Corellium product or service.

31. Survival

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

Last Updated: 12 December 2022

CORELLIUM CHARM DEVELOPER KIT LICENSE AGREEMENT

This Corellium CHARM Developer Kit License Agreement (this “**CDK License Agreement**”) is made by and between Corellium and Customer pursuant to both a valid Order Form and Corellium’s Terms of Use located at www.corellium.com/legal/terms (“**Terms**”), and governs the use of Corellium’s CHARM Developer Kit (“**CDK**”) in addition to the terms and provisions set forth in the Terms. Capitalized terms used but not otherwise defined in this CDK License Agreement shall have the meanings ascribed to them in our Terms.

By signing a relevant Order Form or by accessing or using the relevant Corellium Products or Corellium Services related to the CDK, Customer agrees to be bound by the terms of this CDK License Agreement. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AS A CORELLIUM CUSTOMER, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY AND PERMISSION TO BIND THE ENTITY TO THIS CDK LICENSE AGREEMENT, IN WHICH CASE “YOU” WILL MEAN THE ENTITY (AND CORELLIUM CUSTOMER) YOU REPRESENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR PERMISSION, OR IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS OF THIS CDK LICENSE AGREEMENT, THEN CORELLIUM IS UNWILLING TO LICENSE THE CDK TO YOU, AND YOU MAY NOT USE IT; NOTWITHSTANDING THE FOREGOING, ANY USE OF THE CDK, WHETHER OR NOT PROPERLY AUTHORIZED OR SUBSCRIBED, SHALL BE GOVERNED BY THIS CDK LICENSE AGREEMENT AND CORELLIUM SHALL HAVE THE RIGHT TO ENFORCE THE TERMS OF THIS CDK LICENSE AGREEMENT.

1 **CDK License.**

1.1 Subject to the terms and conditions of this CDK License Agreement, our Terms and the applicable Order Form, Corellium grants Customer a limited, non-exclusive, worldwide, non-assignable, non-sublicensable license to use the CDK to develop and use device models solely for Customer’s internal business purposes in connection with the evaluation and development of software applications by Customer (the “**Licensed Use**”). Commercial or

third party use or exploitation of any device models developed or created, in whole or in part, through the use of or reference to the CDK is expressly prohibited absent a separate written agreement between Customer and Corellium with respect to the subject matter thereof.

- 1.2 Customer agrees that the form, components and nature of the CDK that Corellium provides to Customer may change at any time without prior notice to Customer and that future versions of the CDK may be incompatible with device models developed on previous versions of the CDK. Notwithstanding the foregoing, Corellium shall have no obligation to update, upgrade or alter the CDK at any time.

2 Use of the CDK.

- 2.1 Customer agrees to use the CDK and create device models only for purposes that are permitted by (a) this CDK License Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in any relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).
- 2.2 Customer may not use the CDK for any other purpose other than for the Licensed Use. For clarity, the CDK may not be used in the development of actual silicon devices. You shall not (and shall not authorize, permit, or encourage any third party or Authorized User to) copy, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the CDK or any part of the CDK or otherwise take any action, or fail to act in a way, that results in or otherwise contributes to a Severe Infraction.
- 2.3 Customer agrees that Customer is solely responsible for (and that Corellium has no responsibility to Customer or to any third party for) any data, content, or resources that Customer creates, transmits or displays through the CDK, and for the consequences of Customer's conduct or actions (including any loss or damage of any kind whatsoever which Corellium may suffer) by doing so.
- 2.4 Customer agrees that Customer is solely responsible for (and that Corellium has no responsibility to Customer or to any third party for) any breach of Customer's obligations under this CDK License Agreement, any applicable third-party contract or terms and conditions of use or service, or any applicable law or regulation, and for the consequences (including any loss or damage of any kind whatsoever which Corellium or any third party may suffer) of any such breach.

3 Support.

- 3.1 **Definitions.** For purposes of this Section 3, the terms below are defined as follows:

- 3.1.1 “**Business Days**” means Monday to Friday, excluding federally recognized US holidays.
- 3.1.2 “**Business Hours**” means 9 a.m. – 5 p.m. Eastern Time on Business Days.
- 3.1.3 “**Maintenance Notification**” means an email from Corellium to Customer’s designated Support Point of Contact informing Customer of the date and time of Scheduled Maintenance. Maintenance Notifications will be sent a minimum of three (3) Business Days in advance of Scheduled Maintenance.
- 3.1.4 “**Scheduled Maintenance**” means a period of scheduled downtime, for which Customer has been sent a Maintenance Notification, during which Corellium will implement updates, fixes, and changes to the CDK. Absent written notice in a Maintenance Notification sent a minimum of five (5) Business Days in advance, Scheduled Maintenance will take place outside of Business Hours
- 3.1.5 “**Support Point of Contact**” means the person at Customer’s organization who is responsible for receiving Maintenance Notifications and other relevant support-related communications from Corellium.
- 3.2 **Eligibility.** To be eligible for Licensed Use of the CDK, Customer agrees that it must also purchase applicable support services from Corellium (“**CHARM Support**”) as specified on the Order Form for at least the first calendar year after CDK purchase. The cost of such CHARM Support is set forth in the applicable Order Form or as otherwise provided to you by Corellium from time to time.
- 3.3 **Customer Systems.** It is Customer’s responsibility to ensure that its Authorized Users adhere to the prerequisites required by Corellium for use of the CDK, including using an internet browser in accordance with the Corellium Software’s minimum requirements. Customer must have an internet connection with adequate bandwidth.
- 3.4 **Support Point of Contact.** Customer must provide Corellium the name and email address of a Support Point of Contact to receive Maintenance Notifications and other relevant support-related communications from Corellium. Customer must notify Corellium in writing of any changes to the designated Support Point of Contact.
- 3.5 **Support Requests.** To resolve support requests, Corellium may require Customer to provide a general description of the operating environment, a list of hardware components, a reproducible test case, and certain log files, trace files, or system files. Failure to provide this information may prevent Corellium from identifying and resolving the alleged issue. Corellium reserves the right to provide a workaround in lieu of fixing an alleged defect if Corellium, in its sole judgment, determine that it is more effective to do so. Support requests

are limited to the latest release of the CDK and Corellium is not obligated to provide support for older versions thereof. For Customers with on-site appliances, it is Customer's responsibility to install updates provided by Corellium.

- 3.6 Support Representative.** Customer will be assigned a named customer support representative. Customer can submit support requests via email directly to their named support representative, via email to support@corellium.com, or via Intercom chat. In order for Corellium to identify requests as coming from Customer, each initial support request must be submitted by Customer's Support Point of Contact provided, however, that additional Customer employees may be copied on the request, and other Customer employees may become the primary point of contact on subsequent communications pertaining to the request. All CHARM Support requests will be automatically escalated for review by senior hardware-model engineering staff.
- 3.7 Response Time.** Response Time is defined as the time from when Customer submits a request by one of the approved Support Channels, defined above, to the time when a Corellium support representative initially responds. For CDK Customers, in all cases regardless of the severity of the request, Response Time shall be less than twelve (12) Business Hours. Corellium shall use reasonable commercial efforts to resolve all CHARM Support requests as soon as practicable. All support requests will be prioritized in Corellium's discretion for triage and resolution before non-CDK requests.
- 3.8 Scope of Support.** CHARM Support covers technical support for the development of Corellium virtual device models using Corellium's authorized tools, such as the CDK, that are used in conjunction with Corellium Products. However, CHARM Support does not include technical support for Corellium Products themselves, as such support services are offered separate and apart from CHARM Support and covered under separate agreements.

4 Intellectual Property Rights.

- 4.1** Customer acknowledges and agrees that Corellium and/or third parties own all legal right, title, and interest in and to the CDK including any Intellectual Property Rights therein. Customer acknowledges that there are no implied licenses granted under this CDK License Agreement, and no licenses or immunities granted to the combination of the CDK with any other software. We reserve all rights that are not expressly granted.
- 4.2** Corellium agrees that it obtains no right, title or interest (including any Intellectual Property Rights) from Customer under the CDK License Agreement in or to (a) any device models that Customer develops using the CDK or (b) any of Customer's software or applications used in connection with any such device models.

4.3 Customer acknowledges and agrees that the CDK may include or incorporate third party components and/or technology (collectively “**Third Party Components**”), which is provided for use in or with the CDK and not otherwise used separately. If the CDK includes or incorporates Third Party Components, then the thirdparty pass-through terms and conditions (“**Third Party Terms**”) for the particular Third-Party Component are fully incorporated by reference into this Agreement and shall apply.

5 **Relationship to Terms**

5.1 The CDK constitutes Corellium Products and/or Corellium Services, as applicable, under our Terms. Accordingly, this CDK License Agreement is incorporated into and is made a part of the Terms by reference, together with the applicable Order Form and, as applicable, any Third Party Terms. In the event of a conflict or inconsistency between the terms and conditions of this CDK License Agreement and any terms and conditions of the Terms or any Order Form, the terms and conditions set forth in this CDK License Agreement shall prevail. In the event of any conflict between the terms in this CDK License Agreement and any Third-Party Terms, the Third Party Terms shall govern.