

Master Agreement

This Master Agreement ("Agreement") between LigaData, Inc. ("LigaData") and the customer set forth below ("Customer") is made as of the last signature date set forth below ("Effective Date"). This Agreement incorporates by reference Exhibit A, which describes: (1) Subscription Services and (2) Service level Agreement.

1. Scope

- 1.1 This Agreement establishes a framework that will enable Supplier to provide Software, Subscription Services, and Professional Services to Customer. "**Software**" means Supplier's software products and other software programs branded by Supplier including all modifications, additions or further enhancements to the Software delivered by Supplier. "**Subscription Services**" means Supplier's support and maintenance services for a defined period of time related to the Software. "**Professional Services**" means configuration and deployment services related to the Software. "**Services**" means individually and collectively the Subscription Services and Professional Services as applicable. The Subscription Services, Professional Services, and Software that Supplier will provide to Customer will be described in an ordering document ("**Order Form**") signed by the parties. The parties agree that the terms of this Agreement will govern all purchases and use by Customer of Software, Subscription Services, and Professional Services unless otherwise agreed by the parties in writing.
- 1.2 Affiliates. Supplier and Customer agree that their Affiliates may enter into an Order Form that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

2. Obligations of the Parties

- 2.1 Provision of the Services. Supplier will make available to Customer, and Customer is authorized to use, the Services during the Term as set forth in an applicable Order Form for its internal business purposes in accordance with the Documentation.
- 2.2 Assistance. Customer may provide Supplier access to Customer information, systems, and software ("**Customer Information**"), and resources such as workspace, network access, and telephone connections as reasonably required by Supplier in order to provide the Services. Customer understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Customer Information provided to Supplier may affect Supplier's ability to provide Services, and (b) if reasonable access to Customer Information is not provided, Supplier will be relieved from providing any Services dependent upon such access. Customer will obtain any third party consents necessary to grant Supplier access to the Customer Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure.
- 2.3 On-Site Obligations. If Supplier personnel are providing Services on Customer's premises (a) Customer will provide a safe and secure working environment for Supplier personnel and (b) Supplier will comply with all reasonable workplace safety and security standards and policies applicable to Customer's employees made known in writing in advance to Supplier.
- 2.4 Changes to Services and Delays. Changes to the Services will be made only through a written change order signed by both parties. In the event that (a) Customer fails to timely fulfill its obligations under an Order Form and this failure adversely impacts the provision of Services or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Supplier's ability to perform its obligations under an Order Form, Supplier will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.

3. Payment

- 3.1 Fees and Expenses. Fees for the Services (the “**Fees**”) will be identified in an Order Form and unless stated otherwise, are (a) due upon Supplier’s acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (b) payable in accordance with Section 3.2. Except as otherwise specified in the Order Form, Fees are stated in United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in the Order Form or Statement of Work, do not include out-of-pocket expenses. Customer will reimburse Supplier for all reasonable expenses Supplier incurs in connection with the performance of Services.
- 3.2 Invoices. Unless otherwise specified in an Order Form, Customer will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice. Except as otherwise provided in this Agreement, any and all payments made by Customer pursuant to this Agreement are non-refundable. Supplier reserves the right to suspend or cancel performance of all or part of the Services if actual payment has not been received within thirty (30) days of the invoice date.
- 3.3 Taxes. All Fees are exclusive of Taxes. Customer will pay Supplier an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Supplier. “**Taxes**” means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Supplier. If Customer is required to withhold or deduct any portion of the payments due to Supplier, Customer will increase the sum payable to Supplier by the amount necessary so that Supplier receives an amount equal to the sum it would have received had Customer made no withholdings or deductions.

4. License and Ownership

- 4.1 Software. Each type of Software is governed by a license grant or an end user license agreement, which license terms are contained or referenced in the appendices to this Agreement or the applicable Order Form.
- 4.2 Supplier shall own all right, title and interest in and to (i) its Software; (ii) any and all additions, enhancements, improvements or other modifications to the Software (whether or not made during the performance of the Services) (the “Supplier IP”). If Customer has any rights to the Supplier IP for Software that are not owned by Supplier upon creation or embodiment, Customer hereby irrevocably and unconditionally assigns to Supplier all right, title and interest worldwide in and to such Supplier IP and all Intellectual Property Rights thereto.
- 4.3 Freedom to Use Ideas. Subject to Section 8 and Customer’s rights in Customer Information and notwithstanding anything to the contrary contained in this Agreement or an Order Form, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of any Order Form may be used by Supplier, without an obligation to account, in any way Supplier deems appropriate, including by or for itself or its Customer or customers.
- 4.4 Marks. Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any Supplier, Supplier Affiliate, Customer or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any Supplier or Supplier Affiliate trademarks.

5. Reporting and Inspection

- 5.1 Reporting. Customer will notify Supplier promptly if its usage of the Services in an Order Form exceeds the usage specified in the applicable Order Form. Customer will include information in the notice on the additional usage that exceeds that specified in the Order Form. Supplier will invoice Customer for the

applicable Services for such additional usage and Customer will pay for such Services no later than thirty (30) days from the date of the invoice.

6. Term and Termination

6.1 Term and Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 6.2 below.

6.2 Term and Termination of Order Form

6.2.1 The term of an Order Form begins on the date the Order Form is executed ("**Order Form Effective Date**") and continues for the term stated in the Order Form. Thereafter, the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term.

6.2.2 If Customer or Supplier materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 8 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Supplier, in the event either party terminates an Order Form, Customer will pay Supplier for all Services provided up to the effective date of termination.

6.3 Survival. If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6.3, 7, 8, 9, 10, 11, 12.1, and 12.5 - 12.13 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

7. Limitation of Liability and Disclaimer of Damages

7.1 Limitation of Liability. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT OR ORDER FORMS, EACH PARTY'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED FROM CUSTOMER BY SUPPLIER DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTWARE OR SERVICES) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDER FORM.

7.2 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL A PARTY BE LIABLE FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE

DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

8. Confidentiality

8.1 Obligations. During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "**Confidential Information**" means all information disclosed by either Supplier or Customer ("**Discloser**") to the other party ("**Recipient**") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

8.2 Exclusions. Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Discloser without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Discloser; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Discloser advance notice of the disclosure requirement.

9. Representations and Warranties

9.1 General Representations and Warranties. Supplier represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel and (b) it has the authority to enter into this Agreement with Customer.

9.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, THE SERVICES AND SOFTWARE ARE PROVIDED BY SUPPLIER "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES AND SOFTWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR-FREE OR THAT SUPPLIER WILL CORRECT ALL ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 9.1, CUSTOMER'S EXCLUSIVE REMEDY, AND SUPPLIER'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF SUPPLIER CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, CUSTOMER MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. Without limiting the generality of the foregoing disclaimer, the Software and Services provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Customer agrees that it is solely responsible for the results obtained from the use of the Software and Services.

10. Infringement Defense and Indemnification

- 10.1 Defense and Indemnity. Supplier will defend Customer, at Supplier's expense, against any Claim, as defined below, and will indemnify Customer as provided for in this section for any judgments, settlements and court awarded attorney's fees resulting from a Claim. Supplier's obligations under this section are conditioned on the following: (i) Customer promptly notifies Supplier of the Claim in writing upon Customer being made aware of the Claim; (ii) Customer gives Supplier sole authority and control of the defense and (if applicable) settlement of the Claim; and (iii) Customer provides all information and assistance reasonably requested by Supplier to handle the defense or settlement of the Claim. For purposes of this section, "Claim" means any cause of action in a third party action, suit or proceeding against Customer alleging that the Software or Services as of its delivery date under this Agreement infringes a patent, copyright or trademark.

Remedial Measures. If the Software or Services become, or Supplier reasonably believes use of a the Software or Services may become, the subject of a Claim, Supplier may, at its own expense and option: (i) procure for Customer the right to continue use of the Software or Services; (ii) replace or modify the Software or Services; or (iii) refund to Customer a pro-rated portion of the applicable fees for the Software or Services based on a linear depreciation monthly over a 5 year useful life or such shorter Subscription Term as defined in the order form in which case Customer will cease all use of the Software or Services and return them to Supplier as applicable.

- 10.2 Exceptions. Supplier will have no defense or indemnity obligation for any Claim based on: (i) Software or Services that has been modified by someone other than Supplier; (ii) Software or Services that has been modified by Supplier in accordance with Customer-provided specifications or instructions; (iii) use or combination of a Software or Services with Third Party Products, open source or freeware not supplied by Supplier; (iv) Third Party Products, open source or freeware; (v) Software or Services that is used or located by Customer in a country other than the country in which or for which it was supplied by Supplier; or (vi) possession or use of the Software or Services after Supplier has informed Customer of modifications or changes in the Software or Services required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Supplier's suggestions and to the extent Customer did not provide Supplier with a reasonable opportunity to implement Supplier's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Software or Services, or the amount of use of the Software or Services. Customer will defend Supplier against any Claim, and will indemnify Supplier for any judgments, settlements and reasonable attorney's fees resulting from a Claim to the extent the Claim is based on subsection (i) or (ii) above. "Third Party Products" means any products made by a party other than Supplier, and may include, without limitation, products ordered by Customer from third parties. However, components of Supplier-branded Software are not Third Party Products if they are both: (a) embedded in the Software (i.e. not recognizable as standalone items); and (b) are not identified as separate items on Supplier's price list, quotes, order specifications forms or Documentation.
- 10.3 Sole Remedy. THE FOREGOING STATES SUPPLIER'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PARTY. THE FOREGOING ALSO IS IN LIEU OF, AND SUPPLIER DISCLAIMS, ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCT.

11. Governing Law

- 11.1 The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the State of California without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods.

12. Miscellaneous

- 12.1 Notices. Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Customer to Supplier includes a copy sent to: Supplier, Inc., Attention: Legal, accounting @liadata.com
- 12.2 Assignment. This Agreement is binding on the parties to this Agreement, nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.
- 12.3 Independent Contractor. Supplier is an independent contractor and nothing in this Agreement or related to Supplier's performance of any Order Form will be construed to create an employment or agency relationship between Customer (or any Customer personnel) and Supplier (or any Supplier personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Supplier may subcontract Services under an Order Form to third parties or Affiliates without the approval of Customer; provided, however, that (a) subcontractors agree to protect Customer Confidential Information, and (b) Supplier remains responsible to Customer for performance of its obligations hereunder.
- 12.4 Force Majeure. Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.
- 12.5 Non-solicitation. Customer agrees not to solicit or hire any personnel of Supplier involved with the delivery of Services in connection with any Order Form during the term of and for twelve (12) months after termination or expiration of such Order Form; provided that Customer may hire an individual employed by Supplier who, without other solicitation, responds to advertisements or solicitations aimed at the general public.
- 12.6 Export and Privacy. Supplier may supply Customer with technical data that is subject to export control restrictions. Supplier will not be responsible for compliance by Customer with applicable export obligations or requirements for this technical data. Customer agrees to comply with all applicable export control restrictions. If Customer breaches this Section 12.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Supplier may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Customer. Customer acknowledges and agrees that to provide the Services, it may be necessary for Customer Information to be transferred between Supplier, its Affiliates, and/or subcontractors, which may be located worldwide.
- 12.7 Headings. All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.
- 12.8 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.
- 12.9 Waiver. The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

- 12.10 Complete Agreement. Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Customer to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Software, this Agreement will take precedence unless otherwise expressly provided in the Order Form.
- 12.11 Amendment. Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.
- 12.12 Counterparts and Facsimile Signature. In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties to all the terms contained in this Agreement.
- 12.13 United States Government End Users. The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT AS OF THE LAST DATE BELOW.

(Insert Customer Legal Entity Name)	LigaData, Inc.
Individual signing: (print name)	Individual signing: (print name)
Signature:	Signature:
Title:	Title:
Date:	Date:
Customer address for notice:	LigaData address for notice:

Exhibit A-1
Subscription Services

[NTD: This general description of the Subscription Services should be modified as necessary to address the applicable Customer requirements.]

1. Subscription Services Overview

Flare is a Detection and Investigation solution that provides capabilities to ingest, detect and investigate using its real-time decisioning technology (Kamanja) and machine learning models. Flare draws upon cumulative data product experience from established industry leaders. More information and resources are available at <http://ligadata.com/#flare>

Background

Customer has embarked on building a full-stack ecosystem encompassing real-time detection and investigation capabilities, services and products, spanning big data, machine learning domain and investigation tools. The full-stack ecosystem is intended to support multiple use cases and solutions.

Scope of the Subscription services include:

- Flare Maintenance Subscription
- [Influencing Flare Roadmap]

2. Detailed Description of Subscription Services

Flare Maintenance Subscription

Flare maintenance subscription includes the following:

- **Technical Issue Support**
 - Answer technical questions concerning functions and features of Flare
 - Provide issue classification, analysis and corrective efforts
 - Support via web, phone & email
 - 1-hr response times for critical issues
 - Private JIRA for sensitive data
 - Product support and user forum
- **Maintenance**
 - Hotfixes for critical items
 - Patches in between release cycles with bug fixes or special features
 - Installation notes and release documentation
 - Upgrade and migration scripts
 - Expedited responses from and escalation path to Flare engineering team
- **Step-by-step Guidance**
 - Installation & integration of engine and sample models
 - Adding/managing models
- **Issue Troubleshooting**
 - Analysis of logs & engine behavior
 - Escalation to engineering team

[Influencing Flare Roadmap]

- One Customer executive to be included in the Flare Product and Technology Advisory Board and participate in periodic product planning meetings to provide insight into the prioritization of features from the roadmap and shaping the future roadmap of the product.
- Access to future versions of Flare with enhanced features, fixes and capabilities during the Term of Order.
- Ability to prioritize features of Flare to align with Fusion project delivery]

3. Deliverables Specifications; Acceptance Criteria

NA_

4. Milestones
NA
5. Critical Milestones
NA
6. Resource Breakdown
<p>NA</p> <p>Implementation services priced and scoped separately as appropriate based on Customer's requirements.</p>
7. Software License
See [Insert link to Open Source license terms.]
8. Key Personnel
Support Contacts for Flare Subscription and Maintenance
9. Locations of Services
United States
10. Other
<p>Support Contacts</p> <p>Customer will designate two of its employees as support contacts ("Support Contacts"). Customer may redesignate its Support Contacts provided that it notifies Supplier in advance in writing. The Support Contacts will be responsible for contacting Supplier for any support-related issues arising from the use of Flare and for working with Supplier to resolve such issues.</p> <p>Customer will authorize its Support Contacts to receive any releases provided to Customer in connection with the terms of this Services Module.</p> <p>Use Case</p> <p>A use case, as referenced in this order, is defined as the rules and models to support a set of tightly coupled business decisions. A use case operates on a set of data inputs and produces homogenous decisions that feed the same action queue. Example use cases include Low Balance Alerts, Overdraft Protection Alerts, Social Media Listening and Insider Threat Detection (NTD: update as appropriate for the applicable customer requirements).</p>
11. TELEPHONE/EMAIL SUPPORT
<p>Support Contacts may contact Supplier technical support 24x7 for any Customer request email at support@ligadata.com.</p> <p>Support Contacts may also use telephone to connect the Supplier technical support 24x7 at 1-844-526-2652 for escalations and Severity Level 1 issues. Supplier will inform Customer in writing of any changes to the reporting process. Customer is entitled to make an unlimited number of requests via the Support Contacts during the Term of Order.</p>

12. EXCLUSIONS FROM SUPPORT SERVICES

Support Services will not include services requested as a result of, or with respect to: (a) improper installation or use of Flare that substantially deviates from any operating procedures established by Supplier in the Documentation; (b) any alteration, adaptation, or modification to Flare not made by or under the supervision or direction of Supplier; (c) Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Supplier; (d) any accidental or intentional damage to Flare; (e) support for Flare for which all required Updates have not been implemented; (f) support for any version of Flare other than the most recent Upgrade of Flare that Supplier makes generally available; or (g) modifications to Flare by any person other than Supplier or its authorized agents. In the event that Supplier releases an Upgrade which Customer elects not to purchase, Supplier shall continue to support the version used by Customer for the remainder of the Support Term, but shall have no obligation to continue to support such version upon expiration of the Support Term.

13. CUSTOMER'S OBLIGATIONS

Customer will try to recreate the issue that is the subject matter of the request and inform Supplier as soon as possible of such issue, and provide Supplier all information relating to the issue, including a detailed description of the issue, test data associated with the issue, and any other information that Supplier may reasonably request in order to provide the Support Services to Customer. Customer will be responsible for installing and implementing all workarounds and releases. Customer understands that failure to incorporate workarounds or Releases may cause subsequent workarounds and releases to be unusable. Customer acknowledges that all workarounds and releases provided by Supplier are subject to the terms of this Contract and agrees to abide by those terms and conditions. Customer will fully cooperate and assist Supplier in the provision of Support Services, including allowing full and free access to relevant hardware, software and other information. Customer will use any tools provided by Supplier, in order to track and resolve any issues.

Exhibit A-2
SERVICE LEVEL AGREEMENT

Supplier will use commercially reasonable efforts to resolve all requests. To ensure that Customer requests are addressed on the basis of urgency, Supplier will assign priority levels to each Customer request per the below table. Severity may be re-evaluated upon submission of a workaround.

Problem Severity Level	Response Time	Resolution Time (error fix or workaround)	Description
Level 1: Critical Business Impact	1-hr	24-hr	Software stopped or so severely degraded that the service cannot reasonably continue work and no workaround is available. Support team to work 24x7 until acceptable workaround is achieved.
Level 2: Substantial Business Impact	2-hr	48-hr during business hours	Software features are not unavailable with no workaround available.
Level 3: Some Business Impact	4-hr	Next patch	Software features are unavailable, but a workaround is available.
Level 4: Minimal Business Impact	4-hr	Next release	Requests information, an enhancement, or Documentation clarification regarding the software, but there is no or minimal impact on the operations.