

Software License Agreement

EFFECTIVE 2026 · ENLIGHTEN AI LABS

Enlighten AI Labs, Corp. ("Enlighten") has developed certain proprietary software products and services (as defined herein) which incorporate artificial intelligence and Customer ("Customer") (together the "parties" and each a "party") desires to license such Software. The parties agree that Customer's purchase of a license to the Software and Services will be governed by the terms of this software license agreement, which include any attached terms and conditions, all Exhibits attached hereto, and any order forms (whether for additional licenses or Professional Services) entered into on the Effective Date or thereafter (all of which are made a part of and referred to as the "Agreement").

If the parties have executed or are executing a master agreement to which this Agreement is attached, then this Agreement is incorporated in that master agreement and, in the event of and to the extent of any conflict between the master agreement and this Agreement, this Software License Agreement shall control.

Standard Terms and Conditions

1. Definitions

"Cloud Services" means Software delivered as a hosted service over the internet, accessible via web browsers, APIs, or designated client applications.

"Confidential Information" means any oral, written, graphic or machine-readable information, technical data, Trade Secrets (as defined below), know-how, negative know-how, including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, software (including source code, object code, and executable code), concepts, ideas, innovations, inventions, processes, methodology, algorithms, machine learning models, model architecture, training techniques, statistical methods, algorithmic developments, database design, and databases, hardware configuration, software architecture, algorithms, statistical and analytical models, methods, processes, production techniques, business plans and processes, agreements with third parties, services, customers, lists of current and prospective customers and suppliers, product plans, marketing plans, financial information, which Confidential Information is designated in writing to be confidential or proprietary, or if given

orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information also includes Personal Information.

"Deployment Model" means the method by which Software is delivered and deployed, including but not limited to on-premise or cloud-hosted configurations.

"Documentation" means any and all manuals, instructions and other documents and materials that Enlighten provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"Intellectual Property Rights" means all intellectual property and industrial property rights comprising or relating to/of the following: (a) patents, patent applications, patentable and unpatentable inventions; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, databases website content, organization, design and coding, and other specifications and documentation; (e) trade secrets; and, (f) all other intellectual property and industrial property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.

"Order Form" means a document executed by the parties that specifies the Software to be licensed, applicable fees, term, and other transaction-specific details.

"Permitted Use" means use of the Software by authorized users solely for Customer's internal business purposes, as expressly stated in this Agreement.

"Personal Information" means information of the discloser or its employees, subsidiaries, affiliates, vendors, service providers, clients, customers, subscribers, patients, or any of the employees, affiliates, vendors, service providers, clients, customers, subscribers or patients of the foregoing, which contains personally identification or financial information (or similar term) which may fall under the Gramm-Leach-Bliley Act, PCI ("Payment Card Industry Security Standards Council"), the Health Insurance Portability and Accountability Act (HIPAA), HITECH Act, or other law or regulation or other applicable standards (as currently exist or as amended or instituted hereafter).

“Proprietary Information” means, collectively, Confidential Information and Trade Secrets.

“Software” means any software products, applications, platforms, or services provided by Enlighten as specified in the applicable Order Form, including but not limited to object code, APIs, and any maintenance releases, Updates, and modifications thereto.

“Trade Secrets” means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (i) the owner thereof has taken reasonable measures to keep such information secret; and (ii) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

“Update” means any update, release, patch, service release, bug fix, or other modification of the Software, including any updated Documentation, that Enlighten may provide to Customer from time to time during the Term for no additional fee, which may contain, among other things, error corrections, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software. Updates do not include Upgrades.

“Upgrade” means a release of the Software containing significant enhancements, new features or functionalities that Enlighten makes generally available to its customers for an additional fee.

2. License

2.A License Grant

Subject to Customer’s continued compliance with the terms of this Agreement, Enlighten hereby grants to Customer a nonexclusive, nontransferable, limited license, without the right to sublicense, to use the Software specified in the applicable Order Form, to (i) access, install, use and display the Software for the Permitted Use according to the applicable Deployment Model, and (ii) use the Documentation solely in connection with the authorized use of the Software (collectively, the foregoing referred to as the “License”). All Software is licensed and not sold. All rights not specifically granted in this Agreement are reserved by Enlighten.

This Agreement only authorizes Customer to use the Software solely for its own internal business purposes.

3. Enlighten’s Responsibilities

Enlighten's responsibilities are to:

- Maintain and operate the cloud infrastructure hosting the Software.
- Ensure service availability as specified in the applicable Order Form.
- Implement and maintain data security measures.
- Provide all services listed for On-Premise Deployments.
- Maintain backup and disaster recovery procedures.

3.A Maintenance and Support

For All Deployments and during the Term, Enlighten shall provide the Maintenance and Support Services in accordance with Enlighten's then-current support policy for the current version of the Software and limited support, as available, for the immediate previous version of the Software.

4. Customer's Responsibilities

Customer's responsibilities are to:

- Maintain user access credentials and permissions.
- Ensure appropriate data governance and compliance.
- Maintain any necessary third-party integrations on Customer's side.
- Pay for any third-party service costs required for the Software, including AI model usage fees (OpenAI, Anthropic, Google, or similar) and API licenses as specified in the applicable Order Form.

5. Term

Unless terminated earlier as provided herein, this Agreement shall have an initial term of one (1) year commencing on the Effective Date (the "Initial Term"), after which this Agreement shall automatically renew for twelve (12) month periods (each a "Renewal Term") until terminated. The Initial Term and Renewal Term are together referred to as the "Term".

6. Restrictions on Use

Except as this Agreement expressly permits, Customer shall not, and shall not permit any other person or organization to:

- copy the Software, in whole or in part;

- modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
- reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- bypass or breach any security device or protection used for or contained in the Software;
- remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;
- knowingly use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;
- use the Software for purposes of: (a) benchmarking or competitive analysis of the Software; (b) developing, using or providing a competing software product or service; or (c) any other purpose that is to Enlighten's detriment or commercial disadvantage;
- use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement.

7. Delivery and Installation

The Software is delivered as a container image made available to Customer for deployment within Customer's cloud environment. Customer is responsible for deploying, configuring, and operating the container in accordance with the Documentation. At Customer's reasonable request and subject to Customer's security controls, Enlighten may provide remote assistance with installation, configuration, or testing.

8. Updates

During the Term, Enlighten will provide Customer with all Updates to the Software that Enlighten may, in its sole discretion, make generally available to its customers from time to time at no additional charge. All Updates are deemed part of the Software and subject to all applicable terms and conditions in this Agreement. Customer agrees to facilitate access for Enlighten to install all Updates as soon as practicable after receipt.

9. Professional Services

Enlighten may provide certain customization, implementation, training, consulting and other professional services not included in the Software license ("Professional Services"). Enlighten shall provide Customer with such Professional Services as described in a separately executed Statement of Work between the parties. Additional Professional Services may be provided pursuant to subsequent Statements of Work executed by both parties, each of which shall be deemed incorporated into this Agreement. Unless stated otherwise in the applicable Statement of Work, Customer shall have a limited license right to use any deliverables (including any Documentation, Software, training materials or other work product) delivered as part of the Professional Services ("Deliverables") solely in connection with Customer's Permitted Use and only as incorporated in the Software, subject to all the same terms and conditions herein, and subject to any additional terms and conditions provided with the Deliverables.

10. Fees and Payment Terms

Customer agrees to pay the fees as set forth in the applicable Order Form(s), as applicable, (collectively, the "Fees").

Customer shall pay the Fees in accordance with the payment terms specified in the applicable Order Form. Amounts payable under this Agreement are nonrefundable, except as expressly provided otherwise herein. Customer is solely responsible for all taxes, fees, duties and governmental assessments that are imposed or become due in connection with the subject matter of this Agreement.

11. Confidentiality

Each party shall protect the Proprietary Information of the other party with the same standard of protection and care that it uses for its own Proprietary Information, but in no event less than reasonable care and diligence. Neither party shall disclose, publish, transmit or make available all or any part of such Proprietary Information except in confidence or a need-to-know basis to its own employees and third party contractors who have undertaken a written obligation of protection and confidentiality and its legal and professional advisors under similar confidentiality obligations, and shall not duplicate, transform or reproduce such Proprietary Information except as expressly permitted hereunder.

Any information will not be considered Proprietary Information to the extent, but only to the extent, that such information: (i) is already known to the receiving party free of any confidentiality obligation at the time it is obtained; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third party without restriction and without breach of this Agreement; or (iv) is required to be disclosed by law or

court order. In the event that either party is required by law or court order or regulatory authority to disclose any Proprietary Information, except such disclosure may be made only after the other party has been notified and has had a reasonable opportunity to seek a court order or appropriate agreement protecting disclosure of such Proprietary Information.

The obligations in this Section 11 shall continue during this Agreement and as follows: (i) for Trade Secrets, for so long as such information continues to be maintained as a Trade Secret and trade secret status has not been lost based on the holder's actions or inactions or as determined by a final adjudication; and (ii) for Confidential Information, for five (5) years after any termination or expiration of this Agreement.

Each Party agrees to keep the terms of this Agreement confidential unless disclosure is required by law, provided that Enlighten may list and disclose Customer's company as being a customer. This provision shall survive any expiration or termination of this Agreement.

12. Intellectual Property Rights and Ownership

Customer acknowledges that the Software contains proprietary information, including, but not limited to, methodology, artificial intelligence, algorithms, machine learning models, model architecture, training techniques, statistical methods, algorithmic developments, database design, and databases, all owned by or licensed to Enlighten and is protected by copyright, trademark, patent, trade secret and/or other Intellectual Property Rights. Other than the rights granted herein, all Intellectual Property Rights in the Software and Documentation are and shall be owned by Enlighten or its licensors. Customer also agrees that, except as expressly provided in this Agreement, nothing in this Agreement or the conduct of either party shall be construed as conferring on Customer any license or right, by implication, estoppel, or otherwise, under copyright or other Intellectual Property Right. All rights not specifically granted in this Agreement are reserved by Enlighten.

Unless otherwise stated in a Professional Services Order, all ownership rights in and to the Software and any related Documentation (including, but not limited to, any corrections, authorized copies thereof, or any improvements, adaptations, customizations, modifications, derivative works, or other enhancements thereto (whether created by Enlighten, Customer or jointly, all of the foregoing in this list referred to collectively as "Modifications")) made during this Agreement, but excluding any of Customer's intellectual property, and its Proprietary Information, shall remain exclusively with Enlighten and its licensors, as applicable. Customer agrees to and does hereby assign, transfer and convey to Enlighten all of Customer's rights, title and interests in and to all Modifications automatically upon creation. This assignment obligation shall survive any termination or expiration of this Agreement. Customer agrees not to challenge any of Enlighten's Intellectual Property Rights in the Software during this Agreement or at any

time after any termination or expiration thereof. All use of Enlighten's trademarks by Customer shall inure to Enlighten's benefit.

13. Termination

13.A Termination Events

This Agreement may be terminated at any time:

- by Enlighten, effective on written notice to Customer, if Customer fails to pay any amount when due under this Agreement;
- by either party, effective on written notice to the other, if the other materially breaches this Agreement (other than a breach of Customer's payment obligations) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and
- by Enlighten, effective immediately without opportunity to cure, if Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay Customer's debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of Customer's creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of Customer's property.

13.B Effect of Expiration or Termination

On the expiration or termination of this Agreement, all rights, licenses and authorizations granted to licensee hereunder will immediately terminate and Customer shall:

- immediately cease all use of and other activities with respect to the Software and Documentation;
- within fifteen (15) days remove the Software from Customer's cloud environment and destroy or permanently erase from all devices and systems Customer directly or indirectly controls (including any container images, deployments, snapshots, and backups thereof) the Software, the Documentation and Enlighten's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;
- certify to Enlighten in writing that Customer has complied with the requirements of this Section 13.B; and
- pay all amounts payable by Customer to Enlighten immediately and due no later than fifteen (15) days after the effective date of the expiration or termination.

13.C Surviving Terms

The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: this Section 13.C, Section 11 (Confidentiality), Section 12 (Intellectual Property Rights and Ownership), Section 16 (Limitation of Liability), and, for a period of two (2) years Section 17 (Indemnification).

14. Representations and Warranties

14.A Mutual Representations

Enlighten represents and warrants that (i) Enlighten has good and clear title to the Software and Documentation, free and clear of all liens and encumbrances; (ii) the Software is either owned or properly licensed by Enlighten or is in the public domain and to the best of Enlighten's knowledge Customer's use will not infringe any proprietary rights of any third party; and (iii) Enlighten has the full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights and License granted to Customer in this Agreement.

14.B Limited Warranties

Enlighten warrants that:

- the Software will (a) perform in all material aspects in accordance with the Documentation when installed, operated and used as recommended in the Documentation and in accordance with this Agreement, and (b) be free from material defects in materials, workmanship and design for a period of ninety (90) days from delivery of the license key to Customer (the "Warranty Period") (the foregoing in this Section 14.B referred to as the "Limited Warranty"); during the Warranty Period Enlighten will promptly correct or replace any defective Software;
- the Software as delivered to Customer will not include any malware, defined as: (i) any software traps, viruses, worms, trap doors, malicious code, disabling code, or other means or functions which may detrimentally interfere with or otherwise adversely affect use of the Software, or otherwise damage or destroy data or other property; (ii) any software that replicates, transmits, or otherwise distributes itself or data on the network or system; or (iii) any master key access, back door, ID, password, or other means of remote control or remote command to access the Software, any data within the network, or any part of Customer's systems;
- the Software contains technological measures designed to prevent unauthorized access to or illegal use of the Software, but, since no such measures are perfect, Enlighten does not guarantee or warrant that the Software is completely secure;

- any media on which Enlighten supplies the Software to Customer will be free of material damage and defects in materials and workmanship under normal use; and
- all Professional Services shall be performed in a professional and workmanlike manner.

14.C Exceptions to the Limited Warranty

Notwithstanding any provisions to the contrary in this Agreement, the Limited Warranty set forth in Section 14.B shall not apply to problems arising out of or relating to:

- Software, or the media on which it is provided, that is modified or damaged by Customer or its representatives;
- any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation;
- Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation;
- Customer's failure to promptly install all Updates that Enlighten have previously made available to Customer;
- the operation of, or access to, Customer's or a third party's system or network;
- Customer's material breach of any material provision of this Agreement;
- any breach of data security not directly caused by the Software or Enlighten's installation or access to Customer's environment or data; or
- any other circumstances or causes outside of Enlighten's reasonable control (including abnormal physical or electrical stress).

14.D Sole Remedy

If Enlighten does not cure a warranty breach, Customer shall have the right to terminate this Agreement as provided in Section 13. Provided that Customer fully complies with its post-termination obligations as set forth in Section 13.B, Enlighten shall promptly refund to Customer, on a pro rata basis, the share of any license fees prepaid by Customer for the remaining Term of this Agreement following the date of such termination. THIS SECTION 14.D SETS FORTH CUSTOMER'S SOLE REMEDY AND ENLIGHTEN'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY OF ITS WARRANTIES OF THE SOFTWARE OR DOCUMENTATION SET FORTH IN THIS AGREEMENT.

14.E Warranty Disclaimer

EXCEPT AS SET FORTH IN SECTION 14.A, THE SOFTWARE AND SERVICES PROVIDED BY ENLIGHTEN ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. NO OTHER WARRANTIES, GUARANTEES, CONDITIONS OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARE MADE WITH RESPECT TO ANY OF THE SERVICES OR SOFTWARE PROVIDED IN CONNECTION WITH THIS AGREEMENT, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND UNINTERRUPTED, ERROR-FREE USE ARE EXPRESSLY DISCLAIMED.

The Limited Warranties set forth in Section 14.B apply only if Customer: (a) notifies Enlighten in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Updates to the Software that Enlighten previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of this Agreement (including the payment of all license fees then due and owing).

15. Data Security

Enlighten shall implement and maintain appropriate technical and organizational measures designed to protect Enlighten's Customer data against unauthorized or unlawful access, loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of its Customer data and having regard to the nature of the Customer data which is to be protected.

Customer remains responsible for data governance, user access controls, and compliance with applicable data protection regulations.

16. Limitation of Liability

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THIRD PARTY CLAIMS OF INFRINGEMENT, OR A BREACH OF CONFIDENTIALITY, A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE SOFTWARE, THE PROFESSIONAL OR SUPPORT SERVICES PROVIDED BY ENLIGHTEN OR ANY OTHER ASPECT OF THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM, ACTION OR PROCEEDING, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ENLIGHTEN UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM FOR LIABILITY.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THIRD PARTY CLAIMS OF INFRINGEMENT, OR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL A PARTY, OR ITS EMPLOYEES, DIRECTORS, OFFICERS, LICENSORS OR CONTRACTORS, BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, OR (B) ANY CLAIMS ASSERTING OR BASED ON THE INABILITY TO USE, INTERRUPTION OR DELAY OF THE SERVICES, LOSS OF USE OF FACILITY OR EQUIPMENT, LOST BUSINESS, REVENUES OR PROFITS, LOSS OF GOODWILL, FAILURE TO ACHIEVE COST SAVINGS, FAILURE OR INCREASED COST OF OPERATIONS, DOWNTIME, SHUTDOWN, SERVICE INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, OR FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION. THE FOREGOING IN THIS SECTION 16.B SHALL BE EFFECTIVE EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE OTHERWISE FORESEEABLE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. Indemnification

17.A Indemnification by Enlighten

Enlighten shall indemnify, defend, and hold harmless Customer, its parent, affiliates and their respective officers, directors, employees, agents, representatives and contractors from and against all damages, awards, fines, penalties, and costs, including, but not limited to, attorneys' fees and expenses (collectively, "Losses") arising from or related to any allegation, claim, or action by a third party (collectively "Claim") based on (a) Enlighten's uncured (where permitted) breach of this Agreement or (b) a Claim that the Software (other than any customization or modification of the Software specifically requested by Customer) or Professional Service infringes any United States patent or copyright, or any trade secret right. In the event that the use of the Software is enjoined for infringement of any such intellectual property right, Enlighten will use commercially reasonable efforts to: (i) replace the infringing Software with a non-infringing version of the Software; provided, however, if a non-infringing version is not reasonably available to us, then Enlighten will, in its sole discretion, either: (ii) obtain a license permitting Customer's continued use of the allegedly infringing Software, or (iii) terminate the Agreement with respect to the infringing part of the Software and provide for a corresponding reduction of fees as reasonably determined by Enlighten. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications or customizations to the Software made by Enlighten based on specifications or requirements provided by Customer. This Section 17.A states Enlighten's entire liability with respect to infringement of any United

States patent or copyright, or any trade secret right. Enlighten shall be entitled to collect and retain any damage awards (including, but not limited to, attorneys' fees and costs) related to such Claim.

17.B Suspension or Termination Based on Threat of Infringement

In the event that either party is threatened in writing or is sued for infringement or violation of any third-party intellectual property right relating to the Software or its use described herein, then the party receiving the threat or lawsuit shall notify the other party within five (5) days of receipt. In such an event at Enlighten's option and by providing written notice to Customer, either (i) Customer shall suspend use of the Software until the threat is removed to Enlighten's reasonable satisfaction or the lawsuit dismissed, or (ii) if the threat is not resolved or the lawsuit dismissed within three (3) months of Enlighten receiving notice thereof, Enlighten may terminate this Agreement by providing notice in writing to Customer. In such an event, Enlighten shall be paid for all License Fees and for all in-process Professional Services provided up to the date of termination on a pro rata basis. Further, in such an event Customer shall immediately discontinue use of the Software that is the subject of the threat or lawsuit until such threat is removed or the lawsuit is dismissed. If Customer does not immediately discontinue such use, Enlighten shall have no obligation to indemnify, defend or hold Customer or its agents and contractors harmless and have no liability to Customer or its agents and contractors for such continued use or commercialization, and further, Customer shall, to the extent permitted by applicable law, indemnify, defend and hold Enlighten and its agents and contractors harmless pursuant to Customer's indemnification obligations in Section 17.C.

17.C Indemnification by Customer

Except for Claims subject to Section 17.A, Customer shall indemnify, defend and hold harmless Enlighten, its parent, divisions, subsidiaries, and affiliates and their respective officers, directors, employees, agents, representatives and contractors, at Customer's expense, for all Losses from any Claim arising from or related to (i) the negligence or intentional misconduct of Customer or its officers, directors, employees, agents or contractors; (ii) Customer's uncured (where permitted) breach of this Agreement and Customer shall pay any final judgments awarded or settlements entered into.

17.D Indemnification Process, Notice, Cooperation

The party requesting indemnification ("Indemnified Party") shall give prompt written notice to the indemnifying party ("Indemnifying Party") of any Claim and give the Indemnifying Party the authority to proceed as contemplated herein and timely cooperate with the Indemnified Party. The Indemnifying Party will have the exclusive right to defend any such Claim, and make settlements thereof at its own discretion, provided that the Indemnifying Party may not settle or compromise such Claim, except with prior written consent of the Indemnified Party, which

consent shall not be unreasonably withheld, delayed or conditioned. At the Indemnifying Party's cost, the Indemnified Party shall promptly give such assistance and information as may reasonably be required to settle or oppose such Claims.

17.E Survival

This Section 17 will survive the termination or expiration of this Agreement for a period of two (2) years.

18. Nonsolicitation

Customer agrees that during the Term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement with or without cause, Customer will not, directly or indirectly, on its own behalf or in the service or on behalf of others, solicit, recruit or hire, or attempt to recruit or hire, directly or by assisting others, any of Enlighten's employees or those of its parents or affiliates.

19. Force Majeure

Except for payment obligations by Customer, neither party shall be held responsible for any delay or failure in performance of any obligation under this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, act of terrorism, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (each, a "Force Majeure" event). If any Force Majeure event occurs, the party delayed or unable to perform ("Delayed Party") shall give immediate notice to the other party ("Affected Party"), and the Delayed Party, upon giving prompt notice to the Affected Party, shall be excused from performance under this Agreement for the duration of the Force Majeure event, provided, however, that the Delayed Party shall take all reasonable steps and cooperate with the Affected Party to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further that if the Delayed Party cannot within thirty (30) days remove the cause of non-performance, the Affected Party may terminate this Agreement.

20. Dispute Resolution

Enlighten and Customer each will attempt in good faith to resolve any dispute. Each party will designate an officer or senior level management executive with decision making authority (collectively, an "Executive") with the responsibility and the authority to resolve the dispute. These Executives will meet or hold a telephone conference call as soon as possible but no later than thirty (30) days after the request to identify the scope of the dispute and the information

needed to discuss and attempt to resolve such dispute. These Executives will then gather relevant information regarding the dispute and will meet or hold a telephone conference call promptly to discuss the issues and to negotiate in good faith to resolve that issue.

In the event the parties are unable to resolve the dispute within sixty (60) days after the specific meeting of the designated Executives as specified above (or such longer time as the parties agree), the dispute shall be finally resolved by binding arbitration. Such arbitration will be conducted at a location to be mutually agreed to by the parties, or in the absence of such agreement, in Wake County, North Carolina, in accordance with the commercial rules then in effect of the American Arbitration Association by one (1) arbitrator appointed in accordance with such rules. The award rendered by the arbitrator will be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator. In the event the arbitrator determines that either party fails to resolve any dispute in good faith, the arbitrator may award (in any amount deemed appropriate by the arbitrator) the prevailing party its costs and expenses of arbitration, including filing fees and attorneys, accountants, and experts' fees. All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a Party shall give written notice to the other party and afford such Party a reasonable opportunity to protect its interests. Each Party shall bear its own costs in the arbitration; however, the Parties shall share the fees and expenses of the arbitrator equally.

21. General Provisions

21.A Entire Agreement

This Agreement and the related Exhibits attached hereto collectively set forth the entire understanding and agreement between the Customer and Enlighten regarding the subject matter of this Agreement and supersede all prior or contemporaneous proposals or communications, oral or written, between the Parties relating to the subject matter of this Agreement. The background recitals form a material part of this Agreement. No modification of this Agreement shall be binding unless it is in writing and is signed by authorized representatives of both Parties. Each Party has had an opportunity for their respective legal counsel to review this Agreement; accordingly, no rule of construction against the drafter shall be applied. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. The Parties agree that the services provided hereunder are considered provided in state of Enlighten's headquarters. No waiver of any right under this Agreement shall be deemed

effective unless contained in writing signed by a duly authorized representative of the Party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. The signature page of either Party to any counterpart, and photocopies and electronic facsimiles thereof, may be appended to any other counterpart and when so appended, shall constitute an original.

21.B Notices

All notices required to be given pursuant to this Agreement shall be given in writing and delivered by hand, certified first class mail, email or overnight courier, addressed to the receiving party at the address specified in the applicable Order Form (the "Notice Address"). Each party will provide written notice to the other party in the event of a change in the contact information. Notice shall be deemed given when (i) delivered by hand to the Notice Address, (ii) three (3) business days after mailing by certified first class mail, (iii) one (1) business day after delivering to a recognized overnight delivery carrier, or (iv) on the date sent by electronic mail, provided that confirmation is sent by one of the other foregoing methods.

21.C Assignment

This Agreement may be assigned, conveyed or transferred, whether by contract or operation of law (collectively referred to in this Section 21.C as "assign" or "assignment") by either party with prior written notice to the other party, provided that the assignee agrees in writing, executed by the assignee and the assignor, to be bound by the terms and conditions of the Agreement and any agreements entered into between the Customer and Enlighten which form a part of this Agreement. Any assignment in violation of this Section 21.C shall be of no force or effect.

21.D No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

21.E Governing Law; Submission to Jurisdiction

This Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provisions. Subject to the Dispute Resolution procedure of Section 20, any legal suit, action or proceeding arising out of or related to this Agreement or the License granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina, in each case

located in Wake County, North Carolina, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's Notice Address will be effective service of process for any suit, action or other proceeding brought in any such court.

21.F Equitable Remedies

Each party acknowledges and agrees that a breach or threatened breach by such party of this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, 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.

Contact

Questions about this Software License Agreement can be sent to contact@enlightenailabs.com.