TERMS AND CONDITIONS

1.   Grant of License and Restrictions. Subject to the terms of this Agreement, payment of all fees, and any applicable user/use limitations, Cycuity, Inc. ("Cycuity") hereby grants Licensee a non-transferable, nonsublicensable, nonexclusive, revocable right to use the product or products (as expressly set forth in an applicable Order Form) in object code form only (each, a "**Product**") on authorized machine(s) located at authorized Licensee site(s) and only in accordance with Cycuity's applicable user documentation and price list. Cycuity retains ownership of all copies of Products and Licensee will maintain the copyright notice and any other notices that appear on a Product on any copies and any media. Licensee will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Product (except to the extent that applicable law prohibits reverse engineering restrictions); (ii) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Product (except as expressly and specifically authorized by Cycuity); (iii) possess or use any Product, or allow the transfer, transmission, export, or re-export of any Product or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency; (iv) disclose to any third party any benchmarking or comparative study involving any Product; or (v) modify any Product. Prior to disposing of any media or apparatus containing any part of any Product, Licensee shall completely destroy any Product contained therein. All the limitations and restrictions on Products set forth in this Agreement also apply to documentation and screens. Further, a Product licensed without charge or for a nominal charge will be deemed a free evaluation license and may be used for purposes of evaluation for a paid license only, and not for any productive use. LICENSEE ACKNOWLEDGES THAT A PRODUCT MAY INCLUDE FEATURES TO PREVENT USE AFTER THE APPLICABLE LICENSE PERIOD AND/OR USE INCONSISTENT HEREWITH. Notwithstanding, Licensee agrees to abide by the terms of their purchase agreement. Licensee acknowledges that a Product may be distributed alongside or contain or use certain third party software ("**Third Party Software**"). THIRD PARTY SOFTWARE IS (IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT), SUBJECT TO AND GOVERNED BY (AND LICENSEE AGREES TO, AND WILL INDEMNIFY CYCUITY FOR NONCOMPLIANCE WITH) THE RESPECTIVE LICENSES FOR THE THIRD PARTY SOFTWARE SET FORTH IN EXHIBIT A.

2.   Support and Maintenance. If and only if Customer elects to purchase Support and Maintenance (as indicated in the Order Form or separately agreed to in writing between the parties), Cycuity will use commercially reasonable efforts to provide the support and maintenance services for such Product as and to the extent described on Exhibit B ("**Support and Maintenance**"), except with respect to Third Party Software. If Customer elects not to purchase Support and Maintenance, Cycuity will have no obligations to provide support or maintenance or updates, modifications or new releases under this Agreement or any related document. If Customer elects to purchase Support and Maintenance after the Effective Date, Customer shall pay Support and Maintenance Fees for such Support and Maintenance, on a retroactive basis, dating back to the Effective Date as though Customer had purchased such Support and Maintenance on the Effective Date.

3.   Fees and Payment. Licensee shall pay Cycuity the Fees set forth in, and in accordance with, the Order Form, as applicable, in advance of receiving access to the applicable Product. Up-front Fees are nonrefundable. In addition, without limiting Cycuity's remedies that may be available at law, in equity, other contract, or otherwise, if Licensee makes or uses copies, or has users/uses, that are not authorized hereunder, it will so report to Cycuity and will pay additional license and services fees equal to Cycuity's then-current standard fees for the license of such extra copies and users/uses (from time to time upon request, Cycuity will be entitled to audit or have audited all systems and records relevant to assure compliance with the foregoing; any audit showing noncompliance will be at Licensee's expense). All payments shall be made in the currency of, and within the borders of the United States. Any payments more than thirty (30) days overdue will bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law. In addition, Licensee will pay all taxes, shipping, duties, withholdings, backup withholding and the like; when Cycuity has the legal obligation to pay or collect such taxes, the appropriate amount shall be paid by Licensee directly to Cycuity. Licensee will

reimburse Cycuity for all reasonable travel and other related expenses incurred by Cycuity in its performance hereunder; provided, however, that such expenses shall have been pre-approved by Licensee.

4.   Term; Termination; Breach. The license period for a Product will be the Term set forth in the applicable Order Form. All licenses will terminate thirty (30) days after notice of any breach by Licensee that remains uncured at the end of such notice period, except that: (i) in the case of a breach due to non-payment, the applicable cure period will be ten (10) days; and (ii) in the case of a breach of Section 1, there will be no cure period and the license will terminate immediately upon notice. Upon any termination, Licensee shall immediately cease all use of all the affected Product and return or destroy all copies of such Product and all portions thereof and so certify to Cycuity. Termination is not an exclusive remedy and Cycuity reserves the right to all other remedies that may be available to it at law, in equity, under contract, or otherwise, whether or not termination occurs. A PRODUCT MAY CONTAIN DISABLING CODE THAT WILL MAKE SUCH PRODUCT (AND RELATED DATA) UNUSABLE UPON TERMINATION OF THE LICENSE OR UPON BREACH.

5.   Indemnification. Except in the case of an evaluation license, Cycuity shall hold Licensee harmless from liability to third parties resulting from infringement by a Product of any United States patent issued sixty (60) days or more before delivery of such Product or any copyright or misappropriation of any trade secret, provided Cycuity is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Cycuity will not be responsible (financially or otherwise) for any settlement it does not approve. The foregoing obligations do not apply with respect to a Product or portions or components thereof (i) not created by Cycuity (e.g., Third Party Software), (ii) made in whole or in part in accordance to Licensee specifications, (iii) that are modified after delivery to Licensee, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Licensee's use of such Product is not strictly in accordance herewith. Licensee will indemnify Cycuity from all damages, costs, settlements, attorneys' fees and expenses related to (I) any claim of infringement or misappropriation excluded from Cycuity's indemnity obligation by the preceding sentence, or (II) any other claim in connection with the Product or Licensee's use or distribution thereof.

6.   Limited Warranty and Disclaimer. Except in the case of an evaluation license, Cycuity warrants for a period of thirty (30) days from delivery of a Product that such Product will materially conform to Cycuity's then current user documentation for such Product. This warranty covers only problems reported to Cycuity during the warranty period. ANY LIABILITY OF CYCUITY WITH RESPECT TO ANY PRODUCT OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR, IF REPLACEMENT IS INADEQUATE AS A REMEDY OR, IN CYCUITY'S OPINION, IMPRACTICAL, TO REFUND OF AN APPROPRIATE PORTION OF THE THEN-REMAINING UNAMORTIZED LICENSE FEE ACTUALLY PAID BY LICENSEE. EXCEPT FOR THE FOREGOING WARRANTY BY CYCUITY, ALL PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND FROM ANYONE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, CYCUITY DOES NOT WARRANT RESULTS OF USE OR THAT THE PRODUCTS ARE BUG FREE OR THAT THE PRODUCT'S USE WILL BE UNINTERRUPTED.

7.   Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, CYCUITY SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER HEREOF OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO IT HEREUNDER WITH RESPECT TO THE APPLICABLE PRODUCT DURING THE LICENSE TERM IMMEDIATELY PRIOR TO THE DATE ON WHICH A CLAIM WAS FIRST ASSERTED; (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (III) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; (IV) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. THE PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF A PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF ANY PRODUCT IN

HIGH RISK ACTIVITIES IS NOT AUTHORIZED. THE PARTIES AGREE THAT THIS SECTION 7 REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT CYCUITY WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

8.	Embedded Reporting / Compliance Routine; Data Access and Use. Licensee acknowledges that Products may contain automated reporting routines that will automatically identify and analyze certain aspects of use and performance of Products and/or the systems on which they are installed, as well as the operator and operating environment (including problems and issues that arise in connection therewith). The data collected will not be automatically transmitted from Products to Cycuity in any form. However, Cycuity will be entitled to inspect the installation and configuration of such Products and systems from time to time on reasonable notice or may request access to data from Licensee in order to improve performance or resolve software bugs.

9.	Miscellaneous.	Neither this arrangement nor the licenses granted hereunder are assignable or transferable (and any attempt to do so shall be void); provided that either party may assign and transfer the foregoing to a successor to substantially all of Cycuity's Product business or assets or Licensee's business for which Products are licensed (but if the authorized copies or users are not limited, the assignee is not licensed to expand use beyond Licensee's bona fide pre-assignment use plus reasonably expected growth assuming the assignment and related transactions had not occurred). The provisions hereof are for the benefit of the parties only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent required or permitted hereunder shall be in writing; notices shall be sent to the address the applicable party has or may provide by written notice or, if there is no such address, the most recent address the party giving notice can locate using reasonable efforts. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this arrangement shall otherwise remain in full force and effect and enforceable. This agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. All sections of this Agreement which by their nature logically should survive expiration or termination will survive expiration or termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. This is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing; however, any pre-printed or standard terms of any purchase order, confirmation, or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect. The substantially prevailing party in any action to enforce this agreement will be entitled to recover its attorney's fees and costs in connection with such action. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all Products and accompanying documentation provided by Cycuity are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms.

EXHIBIT A

THIRD PARTY SOFTWARE

The Products contain the following open source software (with license links) as of May 2021 and may be updated with future releases:

- Netbeans Platform (http://www.apache.org/licenses/LICENSE-2.0)
- Jackson (JSON Parsing) (http://www.apache.org/licenses/LICENSE-2.0)
- Log4J (http://www.apache.org/licenses/LICENSE-2.0)
- JSCH (http://www.jcraft.com/jsch/LICENSE.txt)
- SL4J (http://www.slf4j.org/license.html)
- libedit (http://www.netbsd.org/about/redistribution.html)
- Apache Commons [http://www.apache.org/licenses/LICENSE-2.0
- OpenSSL [https://www.openssl.org/]
- RapidJSON [http://opensource.org/licenses/MIT]
- SQLite (https://www.sqlite.org/copyright.html)

EXHIBIT B

SUPPORT AND MAINTENANCE

To the extent Cycuity has become obligated for Support Services, the following will apply with respect to software Products so long as they remain Cycuity's standard terms and the Licensee is in full compliance with the Agreement. Capitalized terms not defined in Section 4 below have the same meaning as in Cycuity's standard Software License Terms.

1.   SUPPORT SERVICES. Support Services consist of (a) Error Correction and Technical Support provided to a single consistent technical support contact concerning the installation and use of the then current release of a Product and the Previous Sequential Release, (b) Email Support, (c) Web Support, and (d) Product updates that Cycuity in its discretion makes generally available to its support and maintenance customers without additional charge. For clarity, Support Services are intended to be provided remotely, and do not include any onsite support or other services that require travel. To the extent onsite support is required, the parties will work together to determine reasonable fees for such onsite support.

2.   ERROR PRIORITY LEVELS. Cycuity shall exercise commercially reasonable efforts to correct any Error reported by Licensee in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Cycuity.

a. Priority High Errors - Cycuity shall respond within one business day and promptly commence the following procedures: (i) assign Cycuity engineers to correct the Error; (ii) notify Cycuity management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Licensee with periodic reports on the status of the corrections; and (iv) initiate work to provide Licensee with a Patch, Workaround or Fix. If a Patch or Workaround is provided, a Fix will generally be available in the next Product release.

b. Priority Medium Errors - Cycuity shall respond within one business day and exercise commercially reasonable efforts to provide Licensee with a Patch, Workaround or Fix. If a Patch or Workaround is provided, a Fix will generally be available in a future Product release.

c. Priority Low Errors - Cycuity will respond within two business days and may provide Licensee with a Patch, Workaround or Fix. If a Patch or Workaround is provided, a Fix may be available in a future Product release.

If Cycuity believes that a problem reported by Licensee may not be due to an Error in a Product, Cycuity will so notify Licensee. At that time, Licensee may (1) instruct Cycuity to proceed with problem determination at its possible expense as set forth below, or (2) instruct Cycuity that Licensee does not wish the problem pursued at its possible expense. If Licensee requests that Cycuity proceed with problem determination at its possible expense and Cycuity determines that the error was not due to an Error in the Product, Licensee shall pay Cycuity, at Cycuity's then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Licensee shall not be liable for (I) problem determination or repair to the extent problems are due to Errors in the Product; or (II) work performed under this paragraph in excess of its instructions; or (III) work performed after Licensee has notified Cycuity that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Cycuity). If Licensee instructs Cycuity that it does not wish the problem

pursued at its possible expense or if such determination requires effort in excess of Licensee's instructions, Cycuity may, at its sole discretion, elect not to investigate the error with no liability therefore.

3. EXCLUSIONS. Cycuity shall have no obligation to support: (a) altered or damaged Products or any portion of a Product incorporated with or into other software; (b) any Product that is not the then-current release or immediately Previous Sequential Release; (c) Product problems caused by Licensee's negligence, abuse or misapplication, use of Products other than as specified in Cycuity's user manual or other causes beyond the control of Cycuity; or (d) Products installed on any operating system that is not supported by Cycuity. Cycuity shall have no liability for any changes in Licensee's hardware or operating system which may be necessary to use Products due to a Workaround or maintenance release.

1. DEFINITIONS.

a. "Email support" means ability to make requests for technical support assistance by email at any time (with reasonable efforts by Cycuity to respond within one business day) concerning the installation and use of the then-current release of a Product and the Previous Sequential Release.

b. "Error" means an error in a Product which significantly degrades such Product as compared to the Cycuity's published specifications.

c. "Error Correction" means the use of commercially reasonable efforts to correct Errors.

d. "Fix" means the repair or replacement of object or executable code versions of a Product or documentation to remedy an Error in a future Product release.

e. "Patch" means a temporary Fix independent of Product release.

f. "Previous Sequential Release" means the release of a Product which has been replaced by a subsequent release of the same Product. Notwithstanding anything else, a Previous Sequential Release will be supported by Cycuity only for a period of twelve (12) months after release of the subsequent release.

g. "Priority High Error" means an Error which renders a Product inoperative when used in accordance with the specification for the product as stated in the corresponding product documentation.

h. "Priority Medium Error" means an Error which substantially degrades the performance of a Product or materially restricts Licensee's use of such Product when used in accordance with the specification for the product as stated in the corresponding product documentation.

i. "Priority Low Error" means an Error which causes only a minor impact on the Licensee's use of a Product when used in accordance with the specification for the product as stated in the corresponding product documentation.

j. "Technical Support" means Product support assistance between 9:00AM and 5:00PM prevailing Pacific Time on Cycuity's regular business days concerning the installation and use of the then-current release of a Product and the Previous Sequential Release.

k. "Web Support" means information available on Cycuity's website, including frequently asked questions, product documentation and bug reporting, and ability to make requests for technical support assistance by web forms at any time (with reasonable efforts by Cycuity to respond within one business day) concerning the installation and use of the then-current release of a Product and the Previous Sequential Release.

l. "Workaround" means a change in the procedures followed or data supplied by Licensee to avoid an Error without substantially impairing Licensee's use of a Product.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

EXHIBIT C

PROFESSIONAL SERVICES

[TO BE DETERMINED DURING ORDER FORM NEGOTIATION]