



TITANIA® SOFTWARE

Master Subscription
Agreement

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SOFTWARE SUBSCRIPTION AGREEMENT

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BY USING THE APPLICABLE SOFTWARE, CUSTOMER CONSENTS TO THE COLLECTION AND TRANSMISSION OF SYSTEM DATA AND USE METRICS, EXCLUSIVE OF PERSONALLY IDENTIFIABLE INFORMATION (“PII”) FOR THE PURPOSES OF, BUT NOT LIMITED TO, MONITORING PERFORMANCE, STABILITY, ISSUE RESOLUTION, PRODUCT ENHANCEMENT AND UNDERSTAND USER PREFERENCES WITH REGARD TO THE APPLICABLE SOFTWARE. OBERON DOES NOT MARKET ANY COLLECTED DATA OR USE METRICS TO THIRD PARTIES BUT MAY SHARE THIS DATA AND USE METRICS WITHIN OBERON, ITS AFFILIATED COMPANIES AND OBERON BUSINESS PARTNERS, INCLUDING WITHIN THE UNITED STATES AND ELSEWHERE FOR TECHNICAL PURPOSES AND WILL ENDEAVOR TO ENSURE ANY SUCH DATA TRANSFERRED IS APPROPRIATELY PROTECTED. ALL DATA TRANSMITTED OUTSIDE OF



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IF CUSTOMER IS ACCESSING OR USING THE APPLICABLE SOFTWARE, VISITING AN OBERON WEBSITE OR COMMUNICATING ELECTRONICALLY WITH OBERON FROM A COUNTRY OTHER THAN THE UNITED STATES, VARIOUS COMMUNICATIONS WILL NECESSARILY RESULT IN A TRANSFER OF THIS INFORMATION ACROSS INTERNATIONAL BOUNDARIES.

IF CUSTOMER DOES NOT CONSENT TO THE COLLECTION AND/OR TRANSMISSION (INCLUDING TO THE UNITED STATES) OF DATA AS DESCRIBED ABOVE, DO NOT DOWNLOAD OR USE THE APPLICABLE SOFTWARE.

WHEREAS, Customer desires to license Oberon’s proprietary Titania® Software under a subscription model, and Oberon agrees to provide such Software pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used but not otherwise defined in the body of this Agreement shall have the meanings ascribed to them in Exhibit A, which is hereby incorporated by reference.

2. LIMITED ACCESS SUBSCRIPTIONS

2.1 LIMITED ACCESS TERMS

“Limited Access” Subscriptions include Free Trials, Proof of Concepts and Pilots of the Titania® Software. Limited Access Subscriptions are available for a limited time period (“Limited Subscription Period”) and may include reduced features or functionality. LIMITED ACCESS SUBSCRIPTIONS ARE NOT INTENDED FOR PRODUCTION USE. ALL ACCESS TO THE APPLICABLE SOFTWARE WILL BE DENIED UPON THE EXPIRATION OF THE LIMITED SUBSCRIPTION PERIOD UNLESS CUSTOMER PURCHASES A SUBSCRIPTION FOR AN ANNUAL SUBSCRIPTION PERIOD TO THE SAME APPLICABLE SOFTWARE. ANY CUSTOMER DATA LOADED INTO THE APPLICABLE SOFTWARE WILL BE PERMANENTLY LOST UPON EXPIRATION OF THE LIMITED SUBSCRIPTION PERIOD, UNLESS CUSTOMER EXPORTS SUCH DATA BEFORE THE EXPIRATION OF THE LIMITED SUBSCRIPTION PERIOD.

2.2 FREE TRIAL ACCESS

Oberon may offer Titania® Software from time to time free of charge under a Limited Access Subscription (“Free Trial”). To view the specific details of, or eligibility for, a Free Trial, visit the Website or contact Oberon via email at info@oberontech.com. Oberon may or may not require Customer to register and designate a payment method for the annual Subscription Period after the Limited Subscription Period ends. Oberon may begin charging Customer’s designated payment method for the annual Subscription Period plus any applicable tax at the expiration of the Limited Subscription Period unless Customer cancels prior to the end of the Limited Subscription Period. Customer may not receive a notice from Oberon when the Limited Subscription Period ends, and Customer’s annual Subscription Period shall be deemed to have commenced at the end of the Limited Subscription Period, regardless of notification. IF CUSTOMER CANCELS PRIOR TO THE END OF CUSTOMER’S LIMITED SUBSCRIPTION PERIOD, THERE WILL BE NO CHARGES TO CUSTOMER’S PAYMENT

METHOD. Additional Trial terms and conditions may appear on the Free Trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

2.3 PROOF OF CONCEPT ACCESS

Oberon may allow the Titania® Software to be accessed from time to time as part of a paid Proof of Concept under a Limited Access Subscription. Customer has no obligation to purchase a full subscription upon expiration of the Limited Subscription Period if the Customer determines, at their sole discretion, the Titania® Software does not meet their needs.

2.4 PILOT ACCESS

Oberon may allow the Titania® Software to be accessed from time to time as part of a paid Pilot under a Limited Access Subscription. Oberon may invoice Customer for an annual Subscription Period plus any applicable tax at the expiration of the Limited Subscription Period. Customer's annual Subscription Period shall be deemed to have commenced at the end of the Limited Subscription Period.

2.5 BETA ACCESS

Oberon may allow non-production Titania® Software, Oberon Services, feature(s) or functionality ("Beta Release") available for a limited time for testing and applicability studies by the Customer under a Limited Access Subscription. The Beta Release is:

- (i) not intended to be used in any production environment;
- (ii) not designed to store any production data, nor guaranteed to prevent corruption of any data used in the Beta Release;
- (iii) not supported by Oberon Product Support; and
- (iv) not guaranteed or warranted, either explicitly, implicitly or implied in any manner and explicitly no guarantees or warranties provided under this Agreement apply to Beta Releases, including but not limited to the usefulness, applicability, or proper operation of any feature or function.

3. PAID SOFTWARE SUBSCRIPTION ACCESS

3.1 PROVISION OF PAID SOFTWARE SUBSCRIPTION ACCESS

Oberon shall make the Titania® Software available to Customer pursuant to this Agreement and the relevant Quotes or Renewal Notices during the paid Subscription Period. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Oberon regarding future functionality or features.

3.2 USER-BASED SUBSCRIPTIONS

Some Titania® Software may be purchased under a User-Based Subscription, either Designated User or Concurrent User. Additional User-Based Subscriptions may be added to an existing User-Based Subscription Period of identical Titania® Software, prorated to the remainder of the Subscription Period; the pre-existing User-Based subscriptions and additional User-Based subscriptions shall terminate at the end of the original Subscription Period, unless a Renewal is purchased. Initial or subsequent purchases of additional User-Based Subscriptions may be a mix of Designated User or Concurrent User.

3.2.1 Designated/Named User Subscriptions

If specified in the applicable Quote or Renewal Notice as a “Designated User Subscription” or “Named User Subscription”:

- (i) only the User named in the Quote or Renewal Notice or assigned in the licensing Software may use the Titania® Software during the Subscription Period, unless reassigned in accordance with Section 3.2.1(iii);
- (ii) such subscriptions may not be shared or used by any other User during the Subscription Period, unless reassigned in accordance with Section 3.2.1(iii); and
- (iii) a Designated User Subscription may be reassigned to a new User if the original User no longer requires ongoing use.

3.2.2 Concurrent User/Floating User Subscriptions

If specified in the applicable Quote or Renewal Notice as a “Concurrent User Subscription” or “Floating User Subscription”:

- (i) the Titania® Software may be accessed by no more than the number of Users specified on the Quote or Renewal Notice; and
- (ii) any User may simultaneously use the Titania® Software with any other Users to the extent the total count of Users does not exceed the total number of paid Concurrent User Subscriptions.

3.3 TOKEN-BASED SUBSCRIPTIONS

Some Titania® Software, or feature(s) in the Titania® Software may be purchased under a Token-Based Subscription, either Capacity Token or Consumptive Token. Additional Token-Based Subscriptions may be added to an existing Token-Based Subscription Period of identical Titania® Software, prorated to the remainder of the Subscription Period; the pre-existing Token-Based Subscriptions and additional Token-Based Subscriptions shall terminate at the end of the original Subscription Period, unless a Renewal is purchased. Initial or subsequent purchases of additional Token-Based Subscriptions may be a mix of Capacity Token or Consumptive Token. For Token-Based Subscriptions:

- (i) only one User per token is allowed to use the token-based Titania® Software or feature(s);
- (ii) tokens may not be shared with, or used by, other Users during the Subscription Period, except that Capacity Tokens may be returned to the token pool and reassigned to a new User if the original User no longer requires access;
- (iii) a User may not allow another User to use their token under any circumstances;
- (iv) Users may simultaneously use the token-based Software or feature(s), provided each holds a unique, valid token and the total active tokens do not exceed the number purchased;
- (v) no User, administrator, or other party may manipulate tokens, reverse-engineer the licensing mechanism, or alter the environment to fabricate, extend, or misuse tokens.

3.4 CONSUMPTION OR METERED FEES

Some Titania® Software, or feature(s) within the Titania® Software may be purchased under a Consumption or Metered license. Tokens associated with Consumption or Metered are not designated to specific Users but consumed by the User community as a whole. Any number of simultaneous Users is allowed under the Consumption or Metered licenses.

Neither Users, administrators, nor anyone else shall manipulate the Consumption or Metered tokens, reverse engineer tokens or manipulate the environment to create artificial tokens, extend the life of a token or otherwise use the tokens in any unintended manner.

3.4.1 Consumption Subscriptions

If specified in the applicable Quote or Renewal Notice as a “Consumption Subscription” or “Consumptive Subscription” the Customer understands the User usage is not limited, throttled, or restricted in any manner and Customer is responsible for the payment based on actual User usage. Customer will receive a monthly invoice detailing the usage metrics and agrees to pay for all usage of the Titania® Software or feature(s) within the Titania® Software; regardless of the reason for usage.

3.4.2 Metered Subscriptions

If specified in the applicable Quote or Renewal Notice as a “Metered Subscription” the Customer understands the Titania® Software or the specific feature(s) of the Titania® Software is/are made available based on a provisioned quantity which is consumed through usage during a set period of time (the “Metered Period”). A Subscription Period may include one or more Metered Periods, each with its own provisioned token quantity. The rate of usage is not limited, throttled, or restricted in any manner, except that usage is suspended when the total provisioned quantity of tokens is consumed.

4. INTELLECTUAL PROPERTY

Oberon and its licensors are the sole owners of the Titania® Software, including all copyright, trade secret, patent, trademark and other intellectual or industrial property rights related to the Titania® Software. All access and use of the Titania® Software, in whatever form provided by Oberon or made available to Customer, remains the property of Oberon, and is licensed to Customer solely during the Subscription Period. Customer acknowledges that the authorization granted to the Titania® Software hereunder does not provide title to or ownership of the Titania® Software or any copies thereof, but only a limited right to use it, subject to the express terms and conditions of this Agreement. Customer shall have no rights to the Source Code for the Titania® Software, and Customer agrees that only Oberon shall have the right to maintain, enhance, or otherwise modify the Titania® Software; provided, however, no such changes shall reduce the features available to Customer or materially degrade the performance without written notification. From time to time, Oberon may, at its sole discretion, modify, update, or discontinue certain features, functions, or methods of the Software, including through deprecation. Oberon will use commercially reasonable efforts to provide prior notice of any material deprecation that may affect the functionality or use of the Software by Customer. Continued use of the Software following such notice constitutes acceptance of such modifications. Oberon shall not be liable to Customer or any third party for any damages or losses arising from the deprecation of any features, functions, or methods, provided that such deprecation was implemented in accordance with this Agreement.

5. USAGE OF APPLICABLE SOFTWARE

5.1 CONSUMPTION OR METERED FEES

During the Subscription Period, Oberon shall provide the Titania® Software in compliance with all applicable laws and regulations of any governing body with appropriate jurisdiction.

For Oberon-Hosted SaaS Titania® Software during the Subscription Period, Oberon shall:

- (i) support the Titania® Software and Oberon-Hosted System per the levels purchased by Customer as described in the Support Agreement attached hereto as Exhibit B; and
- (ii) use commercially reasonable efforts to make the Titania® Software and Oberon-Hosted System available as described in the SLA attached hereto as Exhibit C, except for Excused Downtime (as defined therein).

For On-Premises Titania® Software and Customer-Hosted Titania® Software, Oberon shall provide Customer the support that Customer purchased under the Quote or Renewal Notice, as described in the Support Agreement attached hereto as Exhibit B, limited to Titania® Software product related Issues. Customer is fully responsible for System support.

5.2 CUSTOMER'S RESPONSIBILITIES

5.2.1 Agreement Compliance

Customer shall:

- (i) be responsible for Users' compliance with this Agreement;
- (ii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired Customer Data;
- (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Titania® Software, and notify Oberon promptly of any such unauthorized access or use;
- (iv) use the Titania® Software only in accordance with the Titania® Software Documentation and any in force regulations or statutes of any governing body with appropriate jurisdiction;
- (v) for On-Premises and Customer-Hosted Titania® Software, be responsible for the System management, maintenance, uptime, and resolution of any non-product related Issues;
- (vi) be responsible for End User support and training; and
- (vii) If monetizing the Delivered Content through the Titania® Software, assume all the Royalty Obligations in accordance with Section 5.4.

5.2.2 Customer Data

Customer assumes full responsibility for any Customer Data or other content introduced into the Titania® Software. Except where access results from Oberon's acts or omissions, Customer assumes full accountability for any materials, information, or data Customer or an Authorized User introduces into any of the Titania® Software, including ensuring its accuracy, legality, and adherence to all relevant laws, regulations, and our terms of service. Oberon does not bear any responsibility for Customer or Authorized User uploaded content, and any outcomes resulting from such content remain the sole responsibility of the Customer or Authorized User who provided it.

5.3 USAGE LIMITATIONS

Titania® Software may be subject to limitations, storage capacity, processing power, or feature access, as specified in the applicable Quote or Renewal Notice. Any such limitations are specified in the applicable Quote or Renewal Notice. The Titania® Software may provide real-time information to enable Customer to monitor Customer's compliance with such limitations.

5.4 ROYALTY OBLIGATION

If Customer monetizes any Delivered Content through the Titania® Software, Customer incurs a Royalty Obligation as outlined in this Section 5.4.

5.4.1 Royalty Payment

The Customer hereby agrees to pay to the Oberon a Royalty on all Revenue received from selling, licensing, distributing, or otherwise monetizing the Delivered Content to End Users through the Titania® Software.

5.4.2 Royalty Period

Commencing on the Effective Date of this Agreement and ending on the last day of the month of the closest March, June, September or December and each subsequent quarter following beginning on the first day of the month of each January, April, July and October and ending on the last day of the month of the following March, June, September or December, respectively (each a "Royalty Period").

5.4.3 Royalty Rate

The Royalty shall be calculated at a rate of ten percent (10%) (the "Royalty Rate") of the total Revenue generated from the monetization of the Delivered Content during each Royalty Period round down to the closest whole dollar.

5.4.4 Royalty Calculation and Payment

The Customer shall calculate the Royalty due for each Royalty Period and shall pay such amount to the Oberon within sixty (60) calendar days following the end of each Royalty Period. Each Royalty payment shall be accompanied by a detailed report itemizing the Revenue received and the calculation of the Royalty.

5.4.5 Currency and Method of Payment

All Royalty payments shall be made in US Dollars by wire transfer or ACH to the account designated by the Oberon.

5.4.6 Late Payment

Any Royalty payments not made when due shall accrue interest at the rate of two percent (2%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full.

5.4.7 Taxes

The Customer shall be responsible for all taxes, duties, and other governmental charges in connection with the sale of Delivered Content to End Users, except for taxes based on Oberon's net income. The Royalty payments shall be made without deduction for any taxes, except as required by applicable law.

5.4.8 Audit Rights

The Oberon shall have the right, upon reasonable notice and during normal business hours, to audit the Customer's books and records relating to the calculation and payment of Royalties. If any audit reveals an underpayment of Royalties by more than 5%, the Customer shall bear the reasonable costs of such audit in addition to paying the shortfall plus interest.

5.4.9 Survival

The obligation to pay Royalties shall survive the termination or expiration of this Agreement with respect to any Revenue earned from Delivered Content during the term of the Agreement.

6. THIRD-PARTY APPLICATIONS

6.1 ACQUISITION OF THIRD-PARTY APPLICATIONS

Any acquisition by Customer of Third-Party Applications, including but not limited to software, customizations, or consulting Services, and any exchange of data between Customer and a Third-Party provider, is solely between Customer and the applicable Third-Party Vendor. Oberon does not warrant or support Third-Party Applications, whether or not designated by Oberon as “certified” or otherwise. OBERON ONLY WARRANTS SOFTWARE AND SERVICES DEVELOPED OR PERFORMED BY OBERON, AND ONLY TO THE EXTENT DEFINED IN SECTION 11 OF THIS AGREEMENT. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.

6.2 OTHER PROVIDER APPLICATIONS AND CUSTOMER DATA

If Customer installs or enables Third-Party Applications for use with the Titania® Software, Customer acknowledges that Oberon may permit those Third-Party providers to access Customer Data as necessary for the interoperability with the Titania® Software. Oberon shall not be liable for any disclosure, modification or deletion of Customer Data resulting from such access by Third-Party Application providers.

7. FEES AND PAYMENT FOR PURCHASED SOFTWARE ACCESS OR SERVICE(S)

7.1 USER FEES

Customer shall pay all fees specified in all Quotes or Renewal Notices hereunder. Except as otherwise specified herein or in a Quote or Renewal Notice, the following applies:

- (i) fees are quoted and payable in United States dollars;
- (ii) fees are based on the Titania® Software purchased;
- (iii) payment obligations are non-cancelable, and fees paid are non-refundable; and
- (iv) for User-Based Subscriptions, the number of User-Based Subscriptions purchased cannot be decreased during the paid Subscription Period.

Customer acknowledges that Oberon may provide Customer special incentives to complete a Quote and purchase a paid Subscription to the Titania® Software. Such special incentives may be subject to Customer’s agreement to certain marketing, promotional activities or other terms that are identified in the Quote and approved by Customer. Customer agrees that Customer’s commitment to marketing, promotional activities or other terms constitutes a material incentive to Oberon agreeing to provide the discounted subscription pricing. Should Customer fail to fulfill the marketing, promotional, or other conditions, Customer agrees that Oberon may immediately invoice for any discounted portion of the subscription previously conditioned on such fulfillment, even if it exceeds the Purchase Order amount, and Customer agrees to pay said amount.

7.2 INVOICING AND PAYMENT

Customer may provide Oberon with a valid Purchase Order or alternative document reasonably acceptable to Oberon. Any such document must reference Oberon’s Quote or

Renewal Notice by number and will be governed by the terms of this Agreement. No terms or conditions stated in Customer's Purchase Order or other ordering documentation (excluding Quotes or Renewal Notices) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be of no force of effect. All charges for the Titania® Software shall be made in advance, either annually or per the billing frequency stated in the applicable Quote or Renewal Notice. Unless otherwise stated in the Quote or Renewal Notice, invoiced charges are due net sixty (60) days from the invoice date. Unless a separate line item on the invoice specifically itemizes a Payment Transaction Fee, all invoiced amounts are net of any Payment Transaction Fees imposed by any Third-Party or Customer's payment processing system, including but not limited to banking fees, merchant fees, currency exchange fees and other Third-Party payment processing fees. The customer assumes full responsibility for any and all such Payment Transaction Fees associated with the payment of the invoice. If invoices must be submitted through any Customer payment processing system where the processor deducts Payment Transaction Fees from the total invoiced amount, Oberon reserves the right to include and itemize such Payment Transaction Fees on the invoice before processing and Customer agrees to pay said invoice inclusive of the appropriate Payment Transaction Fees. SUBSCRIPTION RENEWALS SHALL BE INVOICED SUCH THAT PAYMENT IS DUE AND RECEIVABLE BY OBERON PRIOR TO EXPIRATION OF THE CURRENT SUBSCRIPTION PERIOD. IN ACCORDANCE WITH SECTIONS 7.3 AND 7.4, OBERON RESERVES THE RIGHT TO SUSPEND SUBSCRIPTION SERVICE FOR ANY UNDISPUTED UNPAID RENEWAL SUBSCRIPTION PERIOD.

7.3 OVERDUE CHARGES

If any undisputed amounts are not received from Customer within five (5) business days of the due date for subscription Renewals, and within fifteen (15) business days for initial subscriptions, one-time fees and Professional Services associated with subscriptions, then at Oberon's discretion, Oberon may:

- (a) suspend service until payment is received; and/or
- (b) condition future Subscription Renewals on payment terms shorter than those specified in Section 7.2 of this Agreement.

7.4 SUSPENSION OF TITANIA SOFTWARE ACCESS AND ACCELERATION

If any undisputed amounts owed by Customer under this Agreement are thirty (30) or more calendar days overdue, Oberon may, without limiting Oberon's other rights and remedies:

- (a) cancel any extended payment plans or discounts awarded;
- (b) accelerate all unpaid fee obligations under this Agreement for the entire Subscription Period at the undiscounted rates such that all such obligations become immediately due and payable;
- (c) and suspend Customer's access to the Titania® Software until such amounts are paid in full.

7.5 PAYMENT DISPUTES

Oberon shall not exercise Oberon's rights under Sections 7.3 or 7.4 of this Agreement if the applicable charges are under reasonable and good-faith dispute and Customer is cooperating diligently to resolve the dispute.

7.6 TAXES

Unless otherwise stated, Oberon's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for all Taxes associated with its purchases hereunder. If Oberon is legally obligated to pay or collect Taxes on Customer's behalf, the appropriate amount shall be invoiced and paid, unless Customer provides Oberon with a valid tax exemption certificate authorized by the appropriate taxing authority.

8. PROPRIETARY RIGHTS

8.1 RESERVATION RIGHTS

Subject to the limited rights expressly granted hereunder, Oberon reserves all rights, title and interest in and to the Titania® Software, including all related intellectual property rights. No rights are granted to Customer hereunder other than those expressly granted under this Agreement.

8.2 RESTRICTIONS OF PROPRIETARY RIGHTS

Customer shall not:

- (i) make the Titania® Software available to anyone other than Authorized Users;
- (ii) sell, resell, rent, or lease the Titania® Software;
- (iii) use the Titania® Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third-Party privacy rights;
- (iv) use the Titania® Software to store or transmit Malicious Code;
- (v) interfere with or disrupt the integrity or performance of the Titania® Software or Third-Party data contained therein;
- (vi) attempt to gain unauthorized access to the Titania® Software or their related systems or networks;
- (vii) create derivative works based on the Titania® Software;
- (viii) copy, frame, or mirror any part or content of the Titania® Software;
- (ix) reverse engineer the Titania® Software;
- (x) access the Titania® Software in order to build a competitive product or service;
- (xi) copy any features, functions or graphics of the Titania® Software to develop other Software; nor
- (xii) abuse the Titania® Software.

If any suspected Abuse is flagged by Oberon's monitoring systems, Oberon shall, in addition to, and not exclusive of, any other remedies at law or in equity, have the right to audit and require Customer to take immediate corrective actions.

8.3 OWNERSHIP OF CUSTOMER DATA

As between Oberon and Customer, Customer exclusively owns all rights, title and interest in and to all of Customer Data.

For the purposes of providing the Titania® Software and for no other purpose, Customer hereby grants to Oberon a worldwide, non-exclusive, fully paid, royalty-free, non-

transferable license to use, reproduce and display Customer's Data solely in order to provide the Titania® Software to Customer and its Authorized Users.

8.4 LICENSE BY CUSTOMER TO USE FEEDBACK

Customer grants to Oberon a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Titania® Software any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Titania® Software.

8.5 FEDERAL GOVERNMENT END USE PROVISIONS

Oberon provides the Titania® Software, including related Software and technology, for ultimate federal government end use solely in accordance with the following:

Government technical data and Software rights related to the Titania® Software include only those rights customarily provided to the public under this Agreement. This customary commercial license is provided in accordance with:

- (a) FAR 12.211 – Technical Data;
- (b) FAR 12.212 – Software;
- (c) DFAR 252.227-7015 – Technical Data – Commercial Items; and
- (d) DFAR 227.7202-3 – Rights in Commercial Computer Software or Computer Software Documentation.

If a government agency has a need for rights not conveyed under these terms, it must negotiate with Oberon to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or incorporated by reference into this Agreement.

8.6 PERFORMANCE AND USE DATA COLLECTION

By using the Titania® Software, Customer consents to the collection and transmission of system data and use metrics, exclusive of personally identifiable information ("PII") for the purposes of, but not limited to, monitoring performance, stability, Issue Resolution, Software enhancement and understanding User preferences with regard to the Titania® Software.

Oberon does not market any collected data or use metrics to third parties but may share this data and use metrics within Oberon, its affiliated companies and Oberon business partners, including within the United States and elsewhere for technical purposes. Oberon will endeavor to ensure any such data transferred is appropriately protected.

All data transmitted outside of Oberon or its affiliates to any third parties, other than to Customer directly, will be aggregate statistical information cleansed of any PII or Customer Data as defined in Exhibit A and in compliance with General Data Protection Regulations ("GDPR").

Oberon does not market Customer Data or User PII.

If Customer is accessing or using the Titania® Software, visiting an Oberon website or communicating electronically with Oberon from a country other than the United States, various communications will necessarily result in a transfer of this information across international boundaries.

9. PROFESSIONAL SERVICES

9.1 INCORPORATION OF PROFESSIONAL SERVICES TERMS

In the absence of a separately signed Agreement between Oberon and Customer that specifically addresses Professional Services, the terms and conditions outlined in Exhibit D of this Agreement shall be deemed incorporated herein.

9.2 PRECEDENCE OF AGREEMENT

In instances where a separately signed agreement for Professional Services is present, this Agreement shall take precedence over any such agreement solely as it relates to the Titania® Software or Subscriptions. Any conflicts arising between the terms of this Subscription Agreement and the executed Professional Services Agreement shall be governed solely by the provisions of this Subscription Agreement with respect to the Titania® Software or any Subscriptions.

9.3 MODIFICATION AND SUPERSESSION

No Professional Services agreement shall be construed to add to, modify, or supersede the terms and conditions of this Agreement with respect to the Titania® Software or Subscription. The rights and obligations set forth herein shall remain in effect and binding, affirming that this Agreement governs all matters concerning the Titania® Software and Subscription.

10. CONFIDENTIALITY

10.1 DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Customer's Confidential Information includes Customer's Data; Oberon Confidential Information includes the Titania® Software; and Confidential Information of each Party includes the terms and conditions of this Agreement and all Quotes or Renewal Notices (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party.

However, Confidential Information does not include any information that:

- (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
- (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party; or
- (iv) was independently developed by the Receiving Party.

10.2 PROTECTION OF CONFIDENTIAL INFORMATION

The Receiving Party will:

- (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care);

- (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and
- (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, directors, officers, advisors, agents, or others acting on its behalf ("Representatives") who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

The Receiving Party shall remain responsible for its Representatives' acts or omissions with respect to Confidential Information.

Neither Party will disclose the terms of this Agreement or any Quote or Renewal Notice to any Third Party other than its Affiliates, legal counsel and accountants without the other Party's prior written consent, provided that a Party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such party's compliance with this Section.

10.3 REQUIRED DISCLOSURE

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

10.4 PROTECTION OF CUSTOMER'S DATA

Without limiting the above, Oberon shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer's Data.

Oberon shall not:

- (a) modify Customer's Data;
- (b) disclose Customer's Data except as compelled by law in accordance with Section 10.3 or as expressly permitted in writing by Customer; or
- (c) access Customer's Data except to provide the Titania® Software or prevent or address service or technical problems, or at Customer's request in connection with Customer Support matters.

10.5 PERSONAL DATA IN CONTENT

Titania® Software products are not designed for the storage, management or delivery of Personal Data.

By submitting any content into any Titania® Software products, Customer represents and warrants that Customer has obtained all necessary permissions and releases to use the



content, and that the content does not contain any Personal Data or information of any individual without their explicit consent.

Customer acknowledges and agrees that Customer is solely responsible for ensuring that the content it submits into any Titania® Software products, complies with all applicable laws and regulations related to data protection and privacy.

Customer agrees to indemnify and hold Oberon harmless from any claims, damages, losses, or liabilities arising out of any breach or violation of this representation and warranty.

10.6 USAGE OF CUSTOMER DATA IN TEST ENVIRONMENTS

Usage of Customer Data in test environments will be governed by the policy and procedures outlined in Exhibit E to this Agreement.

11. WARRANTIES AND DISCLAIMERS

11.1 REPRESENTATIONS

Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

Oberon warrants that the Titania® Software, when accessed and used by Customer and its Authorized Users in accordance with this Agreement, will conform to the Titania® Software Documentation.

Oberon warrants that no Malicious Code that could disable or compromise the security of Customer's systems will be introduced into the Titania® Software by Oberon.

Oberon also warrants that the Titania® Software is currently free from any known virus, trojan horse, worm, trapdoor, Malicious Code, or similar code and that Oberon will use and maintain prudent industry standard methods, processes, and applications (including the use and maintenance of up-to-date, reputable, industry standard anti-virus software) to minimize the risk that any such virus or similar will infect or affect any of the hardware or software systems belonging to or used by the Customer.

11.2 DISCLAIMER OF WARRANTIES

EXCEPT AS SET FORTH HEREIN, THE TITANIA® SOFTWARE AND PROFESSIONAL SERVICES PROVIDED BY OBERON ARE PROVIDED AND LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND OBERON DISCLAIMS (AND CUSTOMER WAIVES) ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND/OR ANY WARRANTY THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RETURN ON INVESTMENT.

THE TITANIA® SOFTWARE IS INTENDED TO BE USED BY TRAINED PROFESSIONALS AND IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT, TESTING, SAFETY AND UTILITY. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM USING THE TITANIA® SOFTWARE, INCLUDING THE ADEQUACY OF INDEPENDENT TESTING OF RELIABILITY AND ACCURACY OF ANY ITEM DESIGNED USING IT.

OBERON DOES NOT GUARANTEE THAT THE USE OF THE TITANIA® SOFTWARE WILL NOT BE INTERRUPTED OR ERROR FREE OR THAT IT IS COMPLIANT WITH ANY SPECIFIC DATA PROTECTION LAWS OR PRIVACY LAWS APPLICABLE TO CUSTOMER.

OBERON DOES NOT WARRANT OR SUPPORT THIRD-PARTY SOFTWARE, SERVICES OR SYSTEMS, WHETHER THEY ARE DESIGNATED BY OBERON AS “CERTIFIED” OR OTHERWISE, EXCEPT AS SPECIFIED IN A QUOTE OR RENEWAL NOTICE.

12. INDEMNIFICATION; INFRINGEMENT

12.1 OBERON’S OBLIGATION TO INDEMNIFY CUSTOMER

Oberon, at its own expense, will defend and hold harmless Customer, its Affiliates, and its and their directors, officers, employees, agents, contractors and advisors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) related to or arising from any action brought against Customer based on a claim that any Titania® Software infringes any Third-Party intellectual property right and, at its option, will settle any such action or pay any final judgment awarded against Customer, provided that:

- (a) Oberon receives prompt written notice from Customer of any such claim;
- (b) Oberon has the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and bears the costs (except where one or more of the exclusions in Section 12.3 of this Agreement apply); and
- (c) Customer cooperates fully, at Oberon’s expense, in the defense, settlement or compromise of such claim.

This Section (Indemnification; Infringement) states Oberon’s sole and exclusive liability, and Customer’s sole remedy, for any and all claims relating to infringement of any intellectual property right.

12.2 OBERON’S RIGHT TO ACT TO PREVENT A CLAIM

If a claim described in Section 12.1 of this Agreement occurs or, in Oberon’s opinion, may occur, Customer shall permit Oberon, at Oberon’s option and expense to:

- (a) procure for Customer the right to continue using the Titania® Software;
- (b) modify the Titania® Software so that it becomes non-infringing without materially impairing its functionality; or
- (c) terminate the applicable subscription and grant Customer a credit thereon equal to the lesser of:
 - (i) the subscription fees paid by Customer for such Titania® Software; or
 - (ii) Oberon’s list price for the same at the time of the order, depreciated on a straight-line five-year basis.

12.3 EXCLUSIONS FROM OBERON’S OBLIGATION TO INDEMNIFY CUSTOMER

Oberon shall have no liability to Customer under Section 12.1 or otherwise under this Agreement to the extent that any infringement or claim thereof is based upon:

- (a) use of the Titania® Software in combination with equipment or software not supplied by Oberon, where the Titania® Software itself would not be infringing;
- (b) use of the Titania® Software in an application or environment for which it was not designed or outside the intended scope of this Agreement, including any Titania® Software Documentation;
- (c) use of an outdated version of the Titania® Software provided to Customer;
- (d) modification of the Titania® Software by anyone other than Oberon or its authorized agents; or

- (e) any claims of infringement of any patent, copyright, trade secret, trademark or other proprietary right in which Customer has an interest.

12.4 INDEMNIFICATION BY CUSTOMER

Customer shall defend and hold Oberon harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- (i) Customer's use of and access to the Titania® Software in a manner not permitted under this Agreement;
- (ii) Customer's violation of this Agreement; or
- (iii) Customer's violation of any Third-Party right, including without limitation any copyright, property, or privacy right; provided that:
 - (a) Oberon promptly gives Customer written notice of the claim;
 - (b) Oberon gives Customer sole control of the defense and settlement of the claim (except that Customer may not settle any claim unless the settlement unconditionally releases Oberon of all liability); and
 - (c) Oberon provides to Customer all reasonable assistance, at Oberon's expense.

13. LIMITATION OF LIABILITY

13.1 ENTIRE LIABILITY

The warranty and indemnification provisions of Sections 11 and 12 of this Agreement state the entire liability of Oberon, its subsidiaries and affiliates, and each of their respective directors, officers, employees or agents, with respect to the Titania® Software, including (without limitation) any liability for breach of warranty, or for infringement or alleged infringement of patents, copyrights, trademarks, trade secrets and other intellectual or proprietary rights by the Services, or their use.

13.2 LIMITATION OF LIABILITY

EXCEPT FOR A PARTY'S BREACH OF THEIR CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 10 AND INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 OF THIS AGREEMENT, THE MAXIMUM LIABILITY OF CUSTOMER OR OBERON OR ITS LICENSORS ARISING OUT OF, OR RELATING TO, THE CREATION, LICENSE, FUNCTIONING, USE OR SUPPLY OF THE APPLICABLE SOFTWARE AND THE PROVISION OF APPLICABLE SOFTWARE OR OTHERWISE RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS RECEIVED BY OBERON FROM CUSTOMER DURING THE 12-MONTH PERIOD PRECEDING THE INITIAL EVENT GIVING RISE TO THE CLAIM, SPECIFIC TO THE SOFTWARE OR SERVICES IN DISPUTE.

IN NO EVENT SHALL CUSTOMER OR OBERON, ITS LICENSORS, AFFILIATES (INCLUDING SUBSIDIARY COMPANIES), OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR:

- (A) ANY LOSS OF PROFIT, USE, GOODWILL, BUSINESS OPPORTUNITY, SALES, REPUTATION OR ANTICIPATED SAVINGS;
- (B) ANY LOSS IN ACCURACY OF DATA OR BUSINESS INFORMATION, OR FAILURE OR INADEQUACY OF ANY SECURITY SYSTEM OR FEATURE; AND
- (C) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED;



IN EACH CASE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer agrees not to bring any suit or action against Oberon, its subsidiaries or affiliates, or their respective directors, officers, employees, or agents more than one year after the cause of action arises.

Customer recognizes that fees paid for the Titania® Software are based on the disclaimer of warranty and limitation of liability provisions set forth herein and that, in the absence of Customer's agreement to these terms, the charges for the Titania® Software would be significantly higher.

IN NO EVENT WILL A PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF PARTY AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

14. TERM AND TERMINATION

14.1 TERM OF AGREEMENT

This Agreement commences on the earliest date Customer accesses or uses the Titania® Software and continues through the end of the Subscription Period as defined in the Quote or Renewal Notice.

14.2 SUBSCRIPTION TERM

Customer subscription commences on the start date specified in the applicable Quote or Renewal Notice and continues for the Subscription Period identified in such Quote or Renewal Notice, if no Subscription Period is identified in the Quote or Renewal Notice, then the Subscription Period shall be twelve (12) months from the commencement date.

Except as otherwise specified in the applicable Quote or Renewal Notice, the Subscription Period shall automatically renew for successive one-year periods, unless either Party gives the other notice of non-renewal at least sixty (60) days before the end of the current Subscription Period.

All Software products and quantities shall be identical to the current Subscription Period, unless the Customer notifies Oberon in writing at least sixty (60) days before the end of the current Subscription Period.

The fees during any Renewal Subscription Period shall be the same as the prior term unless Oberon gives Customer written notice of a pricing increase at least thirty (30) calendar days before the end of such prior term, in which case the pricing increase shall be effective upon Renewal and thereafter.

Any such pricing increase, for the same usage of the Titania® Software, shall not exceed the larger of:

- (i) ten percent (10%); or

- (ii) the percentage change in the Consumer Price Index ("CPI") over the immediately prior Subscription Period plus one percent (1%).

14.3 TERMINATION

This Agreement may be terminated upon ninety (90) days following written notice by one Party to the other.

Termination of this Agreement does not terminate any Quote or Renewal Notice and the terms and conditions of this Agreement shall continue in full force and effect to the extent necessary to give effect to any Quote or Renewal Notice active at the time of termination of this Agreement and until such time as the applicable Quote or Renewal Notice expires at the end of the then-current Subscription Period or is terminated as set forth below.

Except as otherwise provided in this Agreement, Customer may not terminate a Quote or Renewal Notice before the end of the then-current Subscription Period.

Oberon may terminate a Quote or Renewal Notice if Customer materially breaches the terms of this Agreement or a Quote or Renewal Notice, and such breach (if capable of being cured) is not cured within thirty (30) days after written notice of the breach is given to Customer; provided, however, that no cure period will be required for a breach of Section 8.2 or Section 10.2 of this Agreement.

The termination of an individual Quote or Renewal Notice does not terminate any other Quote or Renewal Notice or this Agreement unless otherwise specified in the written notice of termination.

UNLESS REQUIRED BY APPLICABLE LAW, OBERON DOES NOT PROVIDE REFUNDS FOR ANY SUBSCRIPTION; NOR DOES OBERON PROVIDE CREDIT, REFUNDS, OR PRORATED BILLING FOR SUBSCRIPTIONS THAT ARE CANCELLED.

14.4 ACCESS TO CUSTOMER DATA

Other than for Limited Access Subscriptions, upon request by Customer made within thirty (30) days after the effective date of termination or expiration of the Subscription Period for any applicable Quote or Renewal Notice, Oberon will make available to Customer a downloadable file of Customer's Data.

After such 30-day period, Oberon shall have no obligation to maintain or provide any of Customer's Data and shall have the right to thereafter, unless legally prohibited, delete all of Customer's Data in Oberon's systems or otherwise in Oberon's possession or under Oberon's control.

14.5 SURVIVAL

Sections 1, 4, 5.4, 7, 8, 10, 11, 12, 13, 14.4, 14.5, and 15 shall survive any termination or expiration of this Agreement.

15. GENERAL

15.1 GOVERNING LAW AND JURISDICTION

Unless otherwise specified in this Agreement, all disputes arising under, out of, or in any way connected with this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan excluding its conflict of laws principles (and specifically excluding the Uniform Computer Information Transactions Act).



The Parties hereby expressly disclaim the application of the U.N. Convention for the International Sale of Goods.

All such disputes shall be litigated exclusively in the state or federal courts situated in the Washtenaw County, Michigan, and in no other court or jurisdiction. Notwithstanding the foregoing, Oberon may bring a claim in any court of competent jurisdiction to enforce intellectual property rights or protect confidential information.

Customer stipulates that the state and federal courts in Washtenaw County, Michigan shall have personal jurisdiction over Customer, and Customer hereby irrevocably:

- (i) submits to jurisdiction of said courts; and
- (ii) consents to the service of process, pleadings, and notices in connection with any actions initiated in said courts.

The Parties agree that a final judgment in any such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction.

Each Party waives the right to a jury trial for any dispute arising out of this Agreement.

15.2 NOTICES

Any notice or communication required or permitted under this Agreement shall be in writing.

In the case of notice to Customer, the notice shall be directed to the address set forth on the Customer's Purchase Order or to such other address as may be provided to Oberon in writing.

In the case of notice to Oberon, such notice shall be directed to:

Oberon Technologies, Inc.
2232 S Main ST, STE 454
Ann Arbor, MI 48103
Attn: Corporate Controller
With a copy to: General Counsel

Any notice provided under this Section shall be deemed to have been received:

- (a) if given by hand, immediately;
- (b) if given by mail, five (5) business days after posting;
- (c) if given by express courier service, the second business day following dispatch in the jurisdiction of the sender; or
- (d) if sent by fax, upon receipt as stated in the sender's transmission confirmation report.

15.3 ASSIGNMENT, WAIVER, MODIFICATION

Customer may not assign, transfer, delegate or sublicense any of Customer's rights or obligations hereunder (except through the sale of Customer assets, whether directly or by merger, and a change in control of Customer) without Oberon's prior written consent which consent shall not be unreasonably withheld, and any such attempted delegation, assignment, transfer or sublicense shall be void and a breach of this Agreement.

No waiver, consent, modification, amendment or change of the terms of this Agreement shall be binding unless in writing and signed by Oberon and Customer.

15.4 EXPORT

Customer hereby warrants and represents that Customer is eligible under applicable U.S. and Canadian export laws to receive and use the Titania® Software and any technical data related thereto and that neither Customer nor any of Customer's directors, officers, affiliates, or employees is listed on any U.S. Department of Commerce or U. S. Department of Treasury listing or any similar Export Controls Division-Foreign Affairs and International Trade Canada listing that designates individuals or entities to which export restrictions apply.

Customer shall not export or re-export, directly or indirectly, or provide to any other person or entity for export or re-export, any Titania® Software, technical data related thereto, without first complying with all applicable export control regulations of any jurisdiction to which Customer or the Titania® Software are subject, including, without limitation, obtaining any necessary export or re-export consent from the U.S. Department of Commerce, Export Controls Division-Foreign Affairs and International Trade Canada or other governmental authority.

Customer will indemnify and hold Oberon harmless against any damage, loss, liability or expense (including attorneys' fees) that Oberon may incur as a result of Customer's failure to comply with this Section.

15.5 SEVERABILITY

It is intended that this Agreement shall not violate any applicable regulations or statutes of any governing body with appropriate jurisdiction and the unenforceability or invalidity of any provision (other than the provisions obligating Customer to make payments to Oberon) shall not affect the force and validity of the remaining provisions.

Such provisions determined to be invalid shall be deemed severed from this Agreement and, to the extent possible, replaced with terms that most closely reflect the original intent and economic purpose of the invalidated provisions.

15.6 ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between Oberon and Customer with respect to the subject matter hereof.

No waiver, consent, modification, amendment or change of this Agreement shall be binding unless in writing and signed by, or otherwise expressly acknowledged in writing by, both Oberon and Customer.

15.7 THIRD-PARTY BENEFICIARIES

It is agreed by the Parties that Oberon's Third-Party licensors are intended third-party beneficiaries of this Agreement and have the right to rely upon and directly enforce its terms with respect to the products or components of such licensors.

15.8 OPEN-SOURCE COMPONENTS

Certain Titania® Software and Oberon Services may contain Open-Source Software components. If any Open-Source component is included in the Titania® Software or Oberon Services, such component is identified in the notices which accompany the Titania® Software and/or Oberon Services or can be made available from Oberon.



The warranty and Support Services provided under this Agreement apply to such Open-Source components, and are provided by Oberon alone and not by the original licensor. The original licensor of the Open-Source component provides it on an “as is” basis and without any liability whatsoever to Customer.

Nothing in this Agreement restricts Customer’s right to copy, modify, and distribute such Open-Source component. Oberon’s Support Services obligations, if any, shall only apply to the unmodified Open-Source component.

Customer agrees that its use of Open-Source components is subject to the terms of the license for each Open-Source component. Contact info@oberontech.com in order to obtain a copy of any of the various license agreements that govern the Open-Source components in Titania® Software and Oberon Services.

15.9 MARKETING/SALES PRESENTATIONS

Customer agrees that while this Agreement is in effect, Oberon shall be authorized to identify Customer as a customer or end user of Oberon’s Titania® Software (as applicable) in other sales opportunities for purposes of sales references; however, Oberon may not identify Customer as a customer or end user of Oberon’s Titania® Software (as applicable) in any public relations or marketing material without the prior written consent of Customer.

15.10 FORCE MAJEURE

Neither Party will be responsible for any delay or failure to perform under this Agreement due to any events or circumstances that are outside the impacted Party’s control and not reasonably foreseeable (e.g., natural disasters; terrorist activities, activities of Third-Party service providers, labor disputes; acts of government, etc.), but only for so long as those conditions persist and the Party suffering from any such conditions uses reasonable efforts to mitigate their effects.

EXHIBIT A DEFINITIONS

References to “the Agreement” within this Exhibit refers to any and all agreements to which this Exhibit is attached or referenced. This Exhibit is incorporated into and made part of the Agreement to which it is attached or referenced between Customer and Oberon Technologies, Inc. (“Oberon”).

“**Abuse**” shall be deemed to have occurred if, Customer or any Authorized User:

- (i) accesses or uses the Titania® Software in any manner that violates any in force regulations or statutes of any governing body with appropriate jurisdiction;
- (ii) loads or transfers data or content into the Titania® Software of an offensive or inflammatory nature;
- (iii) bypasses, backs out or overrides any license management or security Software installed in the Titania® Software;
- (iv) loads or transfers data or content into the Titania® Software with Malicious Code embedded or otherwise introduces Malicious Code to the Titania® Software;
- (v) builds applications that interact with, or combine applications with, the Titania® Software and which applications negatively affect the speed and performance of the Titania® Software, and which upon notification by Oberon to the Customer of this condition, is not remedied in ten (10) business days; or
- (vi) uses the Titania® Software in any other manner inconsistent with the terms of the Agreement or any applicable Quote or Renewal Notice.

“**Affiliate**” of a Party means any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Party, whether through the ownership of voting securities, by contract, or otherwise.

“**API**” is an alternate term with the same meaning as Application Programming Interface.

“**Applicable Law**” means GDPR, UK GDPR, CCPA, LGPD, and any other applicable law or regulation governing the processing of Personal Information or the protection of individual privacy rights.

“**Applicable Software**” is an alternate term with the same meaning as Titania® Software.

“**Application Programming Interface**” means a set of protocols, routines, functions, and tools that specify how Software Components should interact. An API defines the methods of communication between various Software Components, and provides access to a set of functions or features of a Software application, operating system, or service, without providing access to the underlying Source Code. This includes, but is not limited to, the specification of data structures, object classes, variables, remote calls, and protocols used to communicate between the consumer of the API and the Software providing the API.

“**Authorized User**” means an individual who is authorized by Customer to access or use the Titania® Software, for whom a subscription has been purchased. Such use to be solely in accordance with the terms and conditions of the Agreement. Customer shall at all times be responsible for its Permitted Users’ compliance with the Agreement.

“**Beta**” means Software or Services functionality that may be made available to Customer to try at its option and risk, which is clearly designated as beta, Pilot, Proof of Concept, limited release, early access, preview, non-production, Evaluation, or by a similar description.

“**California Consumer Privacy Act**” means the California Consumer Privacy Act (as amended by the California Privacy Rights Act of 2020) [Ca. Civ. Code §1798.100, et seq.] and any related regulations or guidance issued by the California Privacy Protection Agency or the California Attorney General.

“**Capacity Tokens**” means a Token-Based licensing model whereby the Titania® Software is made available via tokens which are depleted as the Software is used. When the tokens are returned to the pool they may be reused. The Customer pays a set fee for a pool of tokens for a given Subscription Period. This is similar to a Concurrent User licensing model, but the Users are anonymous to the Titania® Software and System.

“**Cloud**” means a network of remote servers that store and process data, allowing Users to access files and Software over the internet instead of relying on local storage or system installation.

“**Commercially Off-the-Shelf Software**” means Software products or Components that are: (a) commercially available to the general public; (b) sold, leased, or licensed to the general market; (c) offered at established catalog or market prices; (d) delivered in a pre-configured and standardized form, without customization at the time of purchase; (e) not developed exclusively for a particular customer or project; (f) typically supported, maintained, and enhanced by the vendor; and (g) used without modification of the Software's Source Code. COTS Software includes standard Software packages, whether deployed On-Premises or accessed as Cloud-Based Services, that are designed to meet the needs of a wide range of users across various industries or applications. This definition excludes custom-developed Software, heavily customized Software, or Software that requires substantial modification to meet specific customer requirements.

“**Component**” means a modular unit of Software that encapsulates specific functionality. The desired characteristics of a Component are reusability and maintainability.

“**Concurrent User**” means a User-Based licensing model whereby the Titania® Software is made available to a specific quantity of simultaneous Users not based upon any specific Designated User. The number of Users allowed to use the Titania® Software simultaneously is based on the total number of Concurrent User Subscriptions purchased.

“**Consumption**” means a licensing model whereby the Titania® Software is made available to an unlimited number of Users and the fees are based on actual usage of the Titania® Software.

“**Consumptive Tokens**” means a Token-Based licensing model whereby the Titania® Software is made available via one time use tokens which are depleted as the Software is used against the token.

“**Controller**” means the entity that determines the purposes and means of Processing Personal Information.

"COTS Software" is an alternate term with the same meaning as Commercially Off-the-Shelf Software.

"Customer" means:

- (a) in the case of an individual accepting the Agreement on his or her own behalf, such individual; or
- (b) in the case of an individual accepting the Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting the Agreement and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Quotes, Renewal Notices or SOWs.

"Customer Account Data" means personal data relating to Customer's relationship with Oberon, including:

- (a) contact information of individuals authorized to access Customer's account (including names, email addresses, phone numbers, and titles); and
- (b) billing information associated with Customer's account (including billing address). Customer Account Data also includes data Oberon collects for account management, identity verification, or as required by applicable law.

"Customer Data" means all electronic data or information loaded or transferred into the Software or Services by Customer or Users, including but not limited to, content, data and information on, of or about any Users of the Software.

"Customer-Hosted" means On-Premises model or Cloud-based infrastructure where the Titania[®] Software is installed, hosted and accessed from On-Premises servers, a remote server or any location inaccessible to Oberon. In such deployments, Oberon is not responsible for System management, maintenance, or ensuring Uptime. Customer or Customer's Third-Party designated representative is the Host for Customer-Hosted Software and Services.

"Customer Usage Data" means Service usage data collected by Oberon in connection with providing the Services, including:

- (a) User activity data;
- (b) Service configuration data;
- (c) performance metrics;
- (d) communication metadata;
- (e) activity logs; and
- (f) data used to optimize Service performance and prevent system Abuse.

"Data Breach" means any incident resulting in unauthorized access to, or compromise of the security, confidentiality, availability, or integrity of Customer Data, including unlawful destruction, loss, alteration, disclosure, or access.

"Delivered Content" means any and all digital materials, including but not limited to text, images, audio, video, graphics, animations, interactive elements, data files, software applications, and any other form of digital information or media, that is: (a) uploaded, transmitted, or otherwise made available by the Customer through the Software; (b) intended for distribution or access by End Users via the portal provided by the Software; (c) capable of being viewed, downloaded, streamed, or otherwise accessed by End Users; and (d) subject to potential monetization by the Customer. Delivered



Content shall include any modifications, updates, or derivatives of such materials created or distributed using the Software.

“Designated User” means a User-Based licensing model whereby the Titania® Software is made available to a specific User.

“Distributor” means a Third Party appointed and authorized by Oberon to grant paid access for the Distributor’s customers to the Titania® Software in a centrally hosted system. For purposes of clarity the Distributor’s customer becomes the Customer with regards to the use of the Titania® Software and the Agreement binds Oberon and Customer.

“Downtime” means the time when the Titania® Software or Oberon-Hosted System is not in operation, especially as the result of a malfunction or issue, scheduled maintenance, or force majeure event.

“Educational Titania® Software” means Titania® Software identified as “Priced for Education,” “Student Edition,” “Schools Edition,” “Schools Advanced Edition,” “University Edition,” “Professor’s Edition/ Version” or “Academic Edition/Version,” or otherwise designated for educational or academic use. Educational Titania® Software is for exclusive use in the education of persons on the implementation, administration and/or use of the Software. The Software must not be used in a system that supports a for-profit or not-for-profit business model, other than through student tuition or course fees.

“End User” is an alternate term with the same meaning as Authorized User.

“Eval” is an alternate term with the same meaning as Evaluation.

“Evaluation” means a licensing model whereby the Titania® Software is made available for a set period and may be limited in functionality. Evaluation Software shall not be used to support any production workloads by the Customer.

“Floating” is an alternate term with the same meaning as Concurrent User.

“Force Majeure” means all circumstances beyond either Party’s reasonable control including, without limitation, fire, flood, earthquake, hurricanes, pandemics, elements of nature or acts of God, acts of war, terrorism, riots or other acts of civil disorders, embargoes, rebellions or revolutions, strikes, lockouts, labor difficulties, generalized extended internet interruptions and power outages, or other infrastructural breakdowns.

“GDPR” is an alternate term with the same meaning as General Data Protection Regulation.

“General Data Protection Regulation” means Regulation (EU) 2016/679 of the European Parliament and Council and any national implementations thereof.

“Host” means the entity with access to and responsible for the management, Uptime and integrity of the Software and System. Oberon is the Host for all Oberon-Hosted SaaS Software and Services; Customer or Customer’s Third-Party designated representative is the Host for all Customer-Hosted SaaS Software and Services and all On-Premises Software and Services.

“Hosted” means a Cloud computing service model where the Titania® Software is installed, hosted and accessed from a remote server or location accessible to the Host for which the Host is capable and responsible for System management, maintenance, and assurance of Uptime. Users can access the Titania® Software globally through the

Internet. Hosted Software is generally provisioned under a Software as a Service (SaaS) model.

“Individual” means an identified or identifiable natural person who can be identified, directly or indirectly, by reference to an identifier or other information.

“Integral Third-Party Application” means a Third-Party Application or Component meeting all of the following criteria:

- (i) is integrated into the Titania® Software or Oberon-Hosted System;
- (ii) is sold by Oberon under the Titania® brand;
- (iii) the Titania® Software or Oberon-Hosted System relies upon the Third-Party Application to function properly; and
- (iv) is documented by Oberon as being necessary for the proper operation of the Titania® Software or Oberon-Hosted System. It does not mean any Third-Party Application integrated with Titania® Software as part of a Professional Services engagement, even if performed by Oberon, regardless of whether such integrations are determined to be critical to the Customer’s use of the Titania® Software or in the Customer’s overall system framework, nor does it include any Third-Party Applications licensed directly to the Customer by the Third-Party Vendor, even if sold by Oberon to the Customer.

“Issue” means a failure of the Software and/or Oberon-Hosted System to conform to the specifications as identified in the documentation, resulting in the inability to use or a considerable restriction in the use of the Software and/or Oberon-Hosted System.

“Issue Fix” means a modification to a product performed after implementation to remedy a discovered Issue, either by eliminating or correcting the Issue.

“Issue Resolution” means resolving the Issue through one of the following means:

- (i) providing an Issue Fix through a Software Update in the form of a Patch or Maintenance Release;
- (ii) providing a Workaround; or
- (iii) documenting a procedural change or best practice to avoid encountering the Issue. An Issue Resolution may be a Temporary Resolution or a Permanent Resolution.

“LGPD” means Brazil's General Personal Data Protection Law (Law No. 13.709 of August 14, 2018, as amended by Law No. 13.853 of July 8, 2019).

“Locked” means a licensing model whereby the Titania® Software is made available to one or more specific systems or devices to be used by various Users.

“Maintenance Release” means a Software Upgrade that is part of the regular product roadmap process and developed on a predefined product release schedule.

“Malicious Code” means viruses, malware, worms, time bombs, Trojan horses, and other harmful, nefarious, or malicious code, files, scripts, agents, or programs.

“Metered” means a licensing model whereby the Titania® Software is made available based on a provisioned quantity that is then consumed by usage over a period of time.

“Named User” is an alternate term with the same meaning as Designated User.

“Non-Integral Third-Party Application” means all Third-Party Applications that do not meet the criteria of Integral Third-Party Applications as defined above.

“Oberon-Hosted” means a Cloud computing service model where the Titania® Software is installed, hosted and accessed from a remote server or location accessible to Oberon, for which Oberon is capable and responsible for System management, maintenance, and assurance of Uptime.

“Object Code” means the machine-readable form of a computer program or Software that results from the compilation, interpretation, or processing of Source Code. Object Code is typically in a binary format that can be directly executed by a computer's processor or a virtual machine, or that requires linking with other Components to create an executable program. Object Code may include, but is not limited to, compiled binary files, bytecode, machine code, and any intermediate forms generated during the compilation process. Object Code is generally not human-readable and does not include Source Code comments, annotations, or high-level programming constructs.

“On-Premises Software” means the Titania® Software that is installed, managed, and accessed from servers or locations on the Customer premises or within an environment inaccessible to Oberon, for which Oberon is incapable of providing System management, performing maintenance, or ensuring Uptime.

“Open-Source” means Software or Component(s) that is/are distributed under a license that complies with the Open-Source Definition as published by the Open-Source Initiative (OSI) or a substantially similar definition. Such Software is typically made available with its Source Code and grants users the rights to study, modify, and distribute the Software to anyone and for any purpose. Open-Source Software licenses must allow for free redistribution, access to Source Code, and the creation of derived works. These licenses may include, but are not limited to, the GNU General Public License (GPL), MIT License, Apache License, and BSD License. For the purposes of this Agreement, Open-Source Software shall be deemed to include 'Free Software' as defined by the Free Software Foundation.

“Patch” means a Software Upgrade designed to resolve specific bugs and/or security vulnerabilities in the Software or Oberon-Hosted System. A Patch differs from a Maintenance Release in that it is usually designed to address a specific Issue or set of Issues and is not part of the regular product release schedule or product roadmap. The changes implemented in a Patch are incorporated into future Maintenance Releases.

“Payment Transaction Fee” means any banking fee, merchant fee, Customer payment processing system fee, currency exchange fee or other fee imposed by a Third Party to transact the transfer of payment from the Customer to Oberon.

“Permanent Resolution” means an Issue Resolution designed to remedy the Issue and have a fully stabilizing effect without the need for future corrective action concerning the Issue.

“Permitted User” is an alternate term with the same meaning as Authorized User.

“Personal Information” means any information within Customer Data that relates to, is linked to, or could reasonably be associated with an Individual.

“Pilot” means the use of the Titania® Software for a limited period of time, usually less than a normal annual Subscription Period before introducing the Titania® Software more widely throughout Customer's organization.

“PO” is an alternate term with the same meaning as Purchase Order.

- “Processing”** means any operation performed on Customer Data, whether automated or manual, including collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.
- “Professional Services”** means the ancillary services such as data transfer and cleaning, training, and consulting services offered by Oberon as specified in the applicable Quote.
- “Purchase Order”** means a legally binding document created by the Customer and presented to Oberon, that details the order, including quantities, types, and pricing for the products the Customer is purchasing, as well as payment terms and delivery details.
- “Quote”** means the Titania® Software schedule, quote or order confirmation accepted by Customer in connection with the purchase of the Titania® Software or, if no such document is provided, Customer’s Purchase Order for such Titania® Software, if any.
- “Renewal”** means any subsequent Subscription Period after the initial Subscription Period expires.
- “Renewal Notice”** is a specific type of Quote designed to notify Customer of an upcoming Subscription Renewal.
- “Reseller”** means a Third Party appointed and authorized by Oberon to resell the Titania® Software on behalf of Oberon.
- “Resolution Target”** means the time in which Oberon Product Support will endeavor, using all commercially reasonable efforts, to resolve problems using an Issue Fix, Temporary Resolution, or Maintenance Release. Customer’s designated technical contact must be available to work with Oberon Support while Oberon works to resolve the Issue.
- “Response Time”** means the period by which Oberon Technologies must initially respond to any reported Issues. The periods (for each of the Issue Severity Levels) are set forth below and are initiated upon the Customer giving notice to Oberon Technologies using the Customer Support Channels identified earlier in this document.
- “Revenue”** means the total amount of monetary consideration received by or owed to the Customer, directly or indirectly, in connection with the sale, license, distribution, or other monetization of Delivered Content through the Software, including but not limited to:
- (i) One-time payments, recurring subscriptions, or pay-per-view fees collected from End Users;
 - (ii) Advertising revenue generated from advertisements displayed alongside or within the Delivered Content;
 - (iii) Sponsorship fees or brand partnership income related to the Delivered Content;
 - (iv) Donations or tips received from End Users in relation to the Delivered Content;
 - (v) Fees collected for premium or exclusive access to Delivered Content;
 - (vi) Revenue sharing or affiliate income derived from third-party services integrated with the Delivered Content;
 - (vii) Any other form of monetary compensation received in exchange for access to, or use of, the Delivered Content.

Revenue shall be calculated on a gross basis, without deduction for any costs or expenses incurred by the Customer, including but not limited to transaction fees, payment processing charges, taxes, or operating expenses. In the case of non-monetary consideration, Revenue shall include the fair market value of such consideration. For the avoidance of doubt, Revenue does not include:

- (i) Amounts collected on behalf of, and remitted to, governmental agencies, such as sales taxes or VAT;
- (ii) Refunds or chargebacks actually paid or credited to End Users;
- (iii) Amounts received for separate services unrelated to the Delivered Content, as mutually agreed upon in writing by the parties.

"Royalty" means the financial compensation payable by the Customer to the Oberon, calculated as a percentage of Revenue generated from the Delivered Content, in consideration for the use of the Software and associated services.

"SaaS" is an alternate term with the same meaning as Software as a Service.

"Scheduled Downtime" means a planned period of time when the Software and/or Oberon-Hosted System is intentionally made unavailable to Authorized Users for maintenance, Software Updates, or repairs. This proactive approach helps minimize disruptions and ensures optimal functionality of the Software and/or Oberon-Hosted System.

"Security Patch" means a Patch to the Software designed specifically to resolve security vulnerability.

"Services" means Professional Services and associated deliverables provided under a valid Quote or SOW.

"Severity Level" means the classification used to measure the impact of an incident on a business and used to prioritize an appropriate response. Lower severity numbers indicate more critical incidents requiring more immediate attention, while higher numbers represent less urgent concerns.

"Software" means written programs pertaining to the operation of a computer system which are stored in read/write memory.

"Software as a Service" means a Cloud computing service model where the Software is provided to the Customer via the internet and all needed physical and System resources are managed by the Host. Customers subscribe to the Software and/or Service and access it online, allowing for easier maintenance and Software Updates.

"Software Update" means the process of installing a new software upgrade.

"Source Code" means code written by a programmer in a high-level language and readable by humans but not computers. Source Code must be converted ("Compiled") to object code or machine language before a computer can read or execute the program.

"Standard Contractual Clauses" means the European Commission's Implementing Decision 2021/914 of June 4, 2021, establishing standard contractual clauses for personal data transfers to third countries under the General Data Protection Regulation ("GDPR"), including applicable amendments for transfers from Switzerland.

“Standard Maintenance Window” means a period of time designated in advance, during which preventive maintenance of the Software or Oberon-Hosted System may cause disruption of End User access or service is performed.

“Subscription” means a licensing model whereby the Titania® Software is made available for a specified Subscription Period for a specified fee. Continued access after the initial Subscription Period requires a Renewal and a separate fee.

“Subscription Period” means the time frame that commences on the start date specified in the applicable Quote or Renewal Notice and continues for the period identified in such Quote or Renewal Notice. If no period is identified in the Quote or Renewal Notice, then the Subscription Period shall be twelve (12) months from the commencement date.

“Support Services” means the provision of new releases, Security Patches and, depending on the level of Support Services ordered, may also include telephone support, web-based support tools, and correction of errors.

“System” means the computers, operating system and associated Third-Party Applications which the Titania® Software or Oberon Services are dependent upon to function properly. It does not include Third-Party Applications which are located outside of the Cloud framework under the control of Oberon nor any integrations to Third-Party Applications which are not critical to proper functionality of the Titania® Software or Oberon Services even if such integrations are deemed critical Customer’s use of the Titania® Software in the Customer’s overall framework.

“Temporary Resolution” means an Issue Resolution designed to have a fully stabilizing effect until a future Permanent Resolution can be provided.

“Third Party” (noun)/**“Third-Party”** (adjective) means any individual, corporation, company or entity that is not a Party to the Agreement or bound by the terms of the Agreement.

“Third-Party Application” means any:

- (i) Software;
- (ii) Services; or
- (iii) System provided by Third Parties, which interoperates with the Titania® Software or Oberon Professional Services.

“Third-Party Vendor” means the company which owns or developed the Third-Party Application.

“Tier 1 Support” means Customer designated personnel who provide the first level of support, handling basic technical Issues and inquiries directly from the Users of the Titania® Software or System. This level is designed to interface directly with the Users and quickly resolve straightforward problems before escalating more complex Issues to higher support tiers within Oberon.

“Titania® Software” means the following Titania® branded Software and Services made available by Oberon under the Agreement:

- All products in the Titania® Delivery Suite including, but not limited to:
- Titania® Delivery Platform (Titania® Platform)
- Titania® Extended Reality (XR) Application (MetaApp)
- Titania® General Information Application (MetaApp)

- Titania® eIFU Application (MetaApp)
 - Titania® Field Services Application (MetaApp)
 - Titania® VIN Search Application (MetaApp)
 - Titania® Offline Compiler
 - Titania® Offline SmartSync
 - Titania® Forms
 - Titania® Sync or Titania Sync Services (Titania® Connectors)
 - Titania® Workflow Manager (Titania® Workflow)
 - Titania® Shopping Cart
 - Titania® Spatial Core Runtime
 - Titania® Spatial Core Studio
 - Titania® Home
 - Titania® Bridge Application (TDXR)
 - Titania® IO PlugIn (TIO)
 - Titania® Sage (Titania AI Add-Ons)
 - Titania® Mobile
 - Titania® CloudOps
 - Titania® License Manager
 - Titania® SafeScan UT
 - Titania® Virtual Reality (VR) Training Experiences
 - All products in the Titania® Collaboration Suite* including:
 - Titania® Web Editor (TWE)*
 - Titania® Web Reviewer (TWR)*
 - All products under the Titania® brand.
- *On-Premise Software

“Titania® Software Documentation” means the Titania® Software’s user manuals, API documentation, help systems or other product related information provided or made available electronically by Oberon to support product implementation and use.

“Token-Based” means a licensing model whereby the Titania® Software is made available via the use of tokens.

“Training Services” means instruction or other training provided by Oberon in the use of the Titania® Software and may include Oberon’s e-Learning training tools and Services. This does not include the Titania® VR Training Experiences created and used by Customer or Users.

“Trial” is an alternate term with the same meaning as Evaluation.

“UK Addendum” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner (Version B1.0, effective March 21, 2022).

“UK GDPR” means the GDPR as incorporated into United Kingdom law pursuant to section 3 of the European Union (Withdrawal) Act 2018.

“Upgrade” means a new version of the Software, Software Components, or System Components that adds new features, adds functionality, addresses bugs, addresses security vulnerabilities, and/or provides significant improvements compared to the previous version. A Software Upgrade may be in the form of a Patch or Maintenance Release.



“**Uptime**” means the time during which the Titania® Software and Oberon-Hosted System is properly functioning and available for use by Users.

“**Usage**” is an alternate term with the same meaning as Consumption.

“**User**” is an alternate term with the same meaning as Authorized User.

“**User-Based**” means a licensing model whereby the Titania® Software is made available to an individual User, or a number of Users who may concurrently use the Software.

“**Website**” means the Oberon website located at <https://www.oberontech.com>.

“**Workaround**” means procedural steps or changes provided to work around a known Issue for a limited time period.



EXHIBIT B SUPPORT AGREEMENT

References to “the Agreement” within this Exhibit refer to any and all agreements to which this Exhibit is attached or referenced. Unless a separate Support Agreement is executed and duly signed by the Parties:

- (i) this Exhibit is also known as the “Support Agreement” and all references to the “Support Agreement” in the Agreement refer to the provisions of this Exhibit, even if this Exhibit is not referenced explicitly; and
- (ii) this Exhibit is incorporated into and made part of the Agreement to which it is attached or referenced between Customer and Oberon Technologies, Inc. (“Oberon”).

1. DEFINITIONS

Any capitalized terms used but not defined in the body of this Support Agreement shall have the meaning defined in the Agreement. In the event of any conflict in definitions between the Agreement and this Support Agreement, terms defined in this Support Agreement shall have the meanings set forth in this Support Agreement and shall take precedence over the Agreement when interpreting obligations conveyed by this Support Agreement.

2. TITANIA SOFTWARE SUPPORT

2.1 SUPPORT INCLUSIONS AND EXCLUSIONS

This Support Agreement only applies to Titania® Software, Oberon-Hosted System and Integral Third-Party Application support. It is not applicable to any Professional Services or Non-Integral Third-Party Application.

Support Includes:

- Identifying and troubleshooting Issues in the Titania® Software and Oberon-Hosted System, including Open-Source Software and Components used in the Titania® Software, assuming such Open-Source Software or Components have not been modified by Customer or any Third Party under the direction of the Customer.
- Addressing security Issues and concerns.
- Assistance with Issues during Software Updates.
- Identifying and creating needed bug reports.
- Providing guidance and compatibility support for Titania® Software products interoperability, with the exclusion of implementation or professional services for integration, if necessary.

Support Excludes:

- Addressing Issues in non-production or test environments.
- Addressing Issues in Beta or Limited Access offerings.
- Addressing Issues in any Professional Services Deliverable.
- Addressing Issues in customizations, integrations.
- Performing or assisting in Upgrades to any Professional Services Deliverable.
- Third-Party Applications (including, without limitation, Third-Party Applications resold or certified as compatible with Oberon products).
- Development questions or requests.

- Product training.
- End User training or support.
- Troubleshooting related to Customer Data.
- Data migration from Third-Party Applications into Titania® Software products.

2.2 TITANIA® SOFTWARE AND SYSTEM SUPPORT

Oberon Technologies is committed to providing support to our direct Customers and the owners of all Titania® Software licenses.

Oberon will use its commercially reasonable efforts to make the Titania® Software, and the Oberon-Hosted System, available to Customers 24 hours per day 7 days per week throughout the Customer's paid Subscription, except during Standard Maintenance Windows and Scheduled Downtime.

Oberon provides access to a 24x7 available support ticket system ("Titania® Product Support Portal") to inform Oberon Product Support personnel should the Titania® Software or Oberon-Hosted System malfunction. Oberon's IT team automatically monitors the Uptime performance of the Oberon-Hosted System and this monitor is independent of Customer-submitted tickets into the Titania® Product Support Portal.

For On-Premises Software and Customer-Hosted Software offerings, the Customer is fully responsible for System Uptime, unless specifically due to a failure in the Titania® Software.

2.3 TIER 1 SUPPORT

It is important that an internal Tier 1 non-Oberon Customer support contact or help desk is configured and available to assist the User community accessing and using the Titania® Software. Oberon Product Support only provides support to the Titania® Software license holder, i.e., the Customer, not to the Users directly. Any help desk for Users must be provided and managed by the Customer.

2.4 TITANIA® PRODUCT SUPPORT PORTAL

The Titania® Product Support Portal is the official channel for logging all Issues with the Oberon Product Support team.

NO ISSUE IS CONSIDERED OFFICIALLY LOGGED UNTIL IT IS SUBMITTED THROUGH THE TITANIA® PRODUCT SUPPORT PORTAL. NO COMMUNICATION OUTSIDE THE TITANIA® PRODUCT SUPPORT PORTAL IS CONSIDERED BINDING, EXCEPT IN THE EVENT THE TITANIA® PRODUCT SUPPORT PORTAL IS NOT OPERATIONAL FOR ANY PERIOD OF TIME, IN WHICH CASE OBERON WILL NOTIFY CUSTOMERS IMMEDIATELY OF AN ALTERNATE METHOD OF SUBMITTING AND COMMUNICATING ISSUES UNTIL THE TITANIA® PRODUCT SUPPORT PORTAL CAN BE BROUGHT BACK ONLINE.

Customers should use the Titania® Product Support Portal for all communication regarding an Issue, so a complete history of the Issue and all communication is captured and managed. The Titania® Product Support Portal also provides automated notifications via email and routing of the Issue to ensure timely response and Issue Resolution.

Emails generated by the Titania® Product Support Portal and proper replies to those emails are tracked, recorded and managed in the Titania® Product Support Portal and considered a valid form of communication with the Titania® Product Support Portal.

Unless the Titania® Product Support Portal is down and Oberon has defined and communicated an alternate method to the Customer, all other forms of communication—

including, but not limited to, emails, and verbal or written exchanges—are not valid or binding, regardless of their content, and are specifically discouraged as they may delay Issue Resolution.

2.5 OBERON-HOSTED SYSTEM OUTAGES

For Oberon-Hosted SaaS offerings, System outages and widespread accessibility Issues (across multiple Customers) are monitored by Oberon’s IT Department 24x7 and will be immediately addressed regardless of the Support Package or Service Level Agreement Package purchased by the Customer or the need for Customers to submit a ticket through the Titania® Product Support Portal. However, performance degradation or functional failures may not be detected by standard monitoring tools, potentially leading to undetected service disruptions, which can only be addressed through the Titania® Product Support Portal.

3. THIRD-PARTY APPLICATIONS

3.1 THIRD-PARTY APPLICATION DEFECTS

Customer recognizes their complete system may involve or include Third-Party Applications, for which Oberon is neither the developer nor owner, even if resold and/or installed by Oberon or part of the Titania® Software and/or Oberon-Hosted System.

Oberon makes *no warranties* of any kind, including but not limited to, the capabilities, applicability, or reliability of any Third-Party Application, even if Oberon is the reseller, installer, or integrator of the Third-Party Application, or such Third-Party Application is an Integral Third-Party Application.

Oberon may provide support, either paid or unpaid, to determine the root cause of any Issue with the Titania® Software or Oberon-Hosted System using the Third-Party Application. If the cause is found to be a defect in the Third-Party Application (each a “Third-Party Application Defect”) it will be addressed in accordance with Section 3.2 or 3.3, as applicable.

3.2 THIRD-PARTY APPLICATION DEFECTS IN NON-INTEGRAL THIRD-PARTY APPLICATIONS

For Third-Party Application Defects occurring in Third-Party Applications that are not Integral Third-Party Applications, Customer agrees to work directly with the Third-Party Vendor to reconcile any Third-Party Application Defect(s).

Oberon may submit a trouble ticket on Customer’s behalf with the Third-Party Application Vendor to address the Third-Party Application Defect(s), but this action in no way obligates Oberon to implement the Issue Resolution of said ticket without further Customer approval and funding.

Any delays, outages, or Downtime needed to accommodate the Third-Party Application Defects are deemed to be outside Oberon’s control.

Any work, rework, or schedule adjustments necessary to accommodate Issues associated with Third-Party Application Defects, including but not limited to installing Software Upgrades, Patches, or developing Workarounds must be addressed by the Customer or through Oberon Professional Services and funded by Customer.

3.3 THIRD-PARTY APPLICATION DEFECTS IN INTEGRAL THIRD-PARTY APPLICATIONS

For Third-Party Application Defects occurring in Integral Third-Party Applications, Oberon agrees to work directly with the Third-Party Vendor to reconcile any Third-Party Application Defect(s).

Oberon will submit a trouble ticket with the Third-Party Application Vendor to address the Third-Party Application Defect(s). Oberon will attempt to create a Workaround for the Third-Party Application Defect(s) to limit the impact of the Third-Party Application Defect(s); however, any delays, outages, or Downtime needed to accommodate the Third-Party Application Defects are deemed to be outside Oberon's control.

Any work, rework, or schedule adjustments necessary to accommodate Issues associated with Third-Party Application Defects, including but not limited to installing Software Upgrades, Patches, or developing Workarounds shall be addressed by Oberon under the current Customer Subscription.

3.4 THIRD-PARTY APPLICATION UPGRADES AND PATCHES

Customer recognizes any Third-Party Application Upgrade or Third-Party Application Patch installation may break the integration to the Titania® Software or the System, including operating system Upgrades and Patches.

Oberon is not responsible for maintaining the reliability of any integration to a Third-Party Application after a Third-Party Application Upgrade or Third-Party Application Patch installation, even if Oberon performs the Third-Party Application Upgrade or Third-Party Application Patch installation, or if the defect is found to be in the Titania® Software provided by Oberon, unless the affected application is an Integral Third-Party Application.

Oberon does not warrant that any Third-Party Application Upgrade or Third-Party Application Patch installation will perform as advertised, nor solve any specific problem, even if installed or implemented by Oberon.

Any work, rework, Downtime, or schedule adjustments necessary to accommodate Issues associated with Non-Integral Third-Party Application Upgrades or Non-Integral Third-Party Application Patch installations, including but not limited to developing Workarounds, will be addressed by Customer or through Oberon Professional Services funded by Customer.

3.5 NO WARRANTIES

Customer recognizes that Oberon cannot warrant any Third-Party Application, and agrees to work directly with the Third-Party Vendor to reconcile any warranty Issues with the Third-Party Application.

4. SUPPORT COVERAGE PACKAGES

Oberon provides three Support Coverage Packages:

- Standard Support Coverage
- Extended Support Coverage
- 24x7 Support Coverage

Standard Support Coverage is included without additional cost. Extended Support Coverage and 24x7 Support Coverage can be purchased for an additional cost.

4.1 SUPPORT HOURS

When an Issue is submitted to the Titania® Product Support Portal or via phone, other than Oberon-Hosted System outages or global accessibility Issues which will be addressed immediately, the ticket will be triaged and submitted for Issue Resolution during the access hours of the Support Package purchased by the Customer.

- Standard Support Coverage provides support on Business Days, exclusive of Holidays and weekends (Monday through Friday) from 9:00 AM through 5:00 PM EST/EDT.
- Extended Support Coverage provides support on Business Days, exclusive of Holidays and weekends (Monday through Friday) from 8:00 AM through 10:00 PM EST/EDT
- 24x7 Support Coverage provides support twenty-four (24) hours a day seven (7) days per week, inclusive of Holidays.

4.2 HOLIDAYS

Oberon recognizes the following Holidays:

- New Year's Eve and New Year's Day (if New Year's Eve falls on a weekend, the Friday before is observed; if New Year's Day falls on a weekend, the Monday following is observed)
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Friday after
- Christmas Eve and Christmas Day (if Christmas Eve falls on a weekend, the Friday before is observed; if Christmas Day falls on a weekend, the Monday following is observed)
- All Federal Holidays

Only those Customers purchasing the 24x7 Support Coverage Package receive Support Services on Holidays.

4.3 EMAIL ISSUE NOTIFICATION

After the Issue is initially logged into the Titania® Product Support Portal, the system generates an email acknowledging the logging of the Issue.

All future Issue communication can be submitted through the Titania® Product Support Portal or by properly replying to the email generated by the Titania® Product Support Portal. All replies to the generated emails are logged and routed by the Titania® Product Support Portal, just as if they were entered directly into the Titania® Product Support Portal and are considered official communication regarding the Issue.

4.4 TICKET TRACKING

Each Customer is granted access within the Titania® Product Support Portal to obtain a list of all Issues logged by the Customer, status reports related to those Issues, and statistical information, including all external communication regarding those Issues.

4.5 PHONE SUPPORT OPTION

Customers purchasing the 24x7 Support Coverage Package have the option, for an additional fee, to receive 24x7 phone support.

Customer will be provided a dedicated support number staffed by live English-speaking call center support personnel. These call center support personnel will input a ticket into the Titania® Product Support Portal on behalf of the Customer.

In addition, these support personnel are trained in basic User functionality and Titania® Software troubleshooting skills to potentially resolve the Issue during the initial interaction; however, if the Issue cannot be resolved during this interaction, the call center support personnel have the ability to route a voicemail to a hunt group internal to Oberon Product Support and Oberon IT via both a voice message and a transcribed email message to the Support Technicians on duty for immediate follow-up.

4.6 SUPPORT COVERAGE PACKAGE FEATURES

Support Packages address Issues other than Oberon-Hosted System outages and global access Issues, including, but not limited to Issues related to individual Users, specific Titania® Software features, or limited access problems.

The following table details the features and functionality associated with each Support Package:

Feature	Standard	Extended	24x7
Titania® Product Support Portal (Issue logging is available 24x7)	✓	✓	✓
Email Issue Notification	✓	✓	✓
Ticket Tracking	✓	✓	✓
Extended Service Hours	•	✓	✓
Holiday Support	•	•	✓
24x7 Support	•	•	✓
Phone Support Option (additional fee)	•	•	✓

5. SUPPORT RESOLUTION PACKAGES:

- Silver Resolution Package
- Gold Resolution Package
- Platinum Resolution Package

Oberon only supports one prior major release version of any Titania® Software. However, if a Software Upgrade is available for the Customer's Titania® Software product and the Customer experiences any Issues that are known to be corrected in the Software Upgrade of the Applicable Software, Oberon is under no obligation to Patch the version of the Titania® Software the Customer is using.

A Silver Resolution Package is included with all Applicable Software Subscriptions without additional cost. A Gold Resolution Package or Platinum Resolution Package may be purchased for an additional cost. For Oberon-Hosted SaaS Subscriptions, Oberon also provides support for the Oberon-Hosted System. For On-Premises Software and Customer-Hosted Software, the Customer assumes full responsibility for the associated System. Unless noted otherwise in a Quote or Renewal Notice or SOW, Oberon assumes no responsibility for any Third-Party Application integrated with the Applicable Software other than the Oberon-Hosted SaaS System infrastructure.

Oberon will use commercially reasonable efforts to diagnose any technical Issue and

- (i) provide an Issue Resolution or
- (ii) inform the Customer that the Issue requires more time to resolve. Despite Oberon’s reasonable efforts.

Despite Oberon’s reasonable efforts, Oberon may not be able to resolve some problems, therefore, a Resolution Target is not guaranteed. If the Issue cannot be resolved within a commercially reasonable timeframe, the Issue may be escalated by the Customer to achieve an agreed-upon negotiated Resolution or accommodation.

Oberon will use commercially reasonable efforts to provide an Issue Resolution designed to solve or bypass a reported Issue within the Resolution Targets. Oberon will endeavor to respond to Customer within the Response Times. The Parties shall jointly determine the Severity Level of Issues using the following protocols:

5.1 ISSUE IDENTIFICATION AND DEFINITION

Issues are classified as Critical, Severe, Moderate and General Issues, and prioritized as P0-P3, using the following criteria:

Issue Classification	Criteria
Critical Issues – P0	<ul style="list-style-type: none"> • Titania® Software and/or Oberon-Hosted System is severely impacted or completely down, or • Oberon-Hosted System operations of mission-critical Titania® Software and/or Oberon-Hosted System are down, or • Titania® Software and/or Oberon-Hosted System cannot be accessed by any Permitted Users
Severe Issues – P1	<ul style="list-style-type: none"> • Titania® Software and/or Oberon-Hosted System is functioning with limited use and a majority of Users affected, or • Titania® Software and/or Oberon-Hosted System is unstable with periodic interruptions and a majority of Users affected, or • Mission-critical Titania® Software and/or Oberon-Hosted System is not affected, but Oberon-Hosted System interruptions occur and a majority of Users are affected, or

	<ul style="list-style-type: none"> • Time-sensitive question impacting performance or deliverables
Moderate Issues – P2	<ul style="list-style-type: none"> • Titania® Software and/or Oberon-Hosted System functioning with limited use, but a limited number of Users affected, or • Titania® Software and/or Oberon-Hosted System unstable with periodic interruptions in use but a limited number of Users affected, or • Mission-critical Titania® Software and/or Oberon-Hosted System is not affected, but Oberon-Hosted System interruptions occur for a limited number of Users
General Issues – P3	<ul style="list-style-type: none"> • General information, or • Need clarification of procedures or information in documentation, or • Product enhancement requests

5.2 RESPONSE TIMES & RESOLUTION TARGETS

All P0 Critical Issues will receive immediate and thorough attention, until such time as Titania® Software and/or Oberon-Hosted System stability is restored. However, this may involve but not be limited to cycling processes, isolating offending features or content, or rolling back the Titania® Software and/or Oberon-Hosted System to a more stable version.

Once stability is achieved, support personnel or the assigned Oberon resource will update the ticket, based on the corrective action taken and the Support Coverage and Support Resolution Packages will govern the full Issue Resolution.

Silver Resolution Package	Response Times <i>(within coverage period)</i>	Resolution Targets <i>(Times shall commence upon the confirmation of the initial response. Also, within coverage period.)</i>
Severe Issues	4 coverage hours	3 coverage days
Moderate Issues	2 coverage days	5 coverage days
General Issues	5 coverage days	TBD on case-by-case basis

Gold Resolution Package	Response Times <i>(within coverage period)</i>	Resolution Targets <i>(times shall commence upon the confirmation of the initial response. Also, within coverage period.)</i>

Severe Issues	2 coverage hours	2 coverage days
Moderate Issues	8 coverage hours	4 coverage days
General Issues	3 business days	TBD on case-by-case basis

Platinum Resolution Package	Response Times <i>(within coverage period)</i>	Resolution Targets <i>(Times shall commence upon the confirmation of the initial response. Also, within coverage period.)</i>
Severe Issues	1 coverage hour	1 coverage day
Moderate Issues	4 coverage hours	3 coverage days
General Issues	2 coverage days	TBD on a case-by-case basis



EXHIBIT C SERVICE LEVEL AGREEMENT

References to “the Agreement” within this Exhibit refer to any and all agreements to which this Exhibit is attached or referenced.

Unless a separate Service Level Agreement is executed and duly signed by the Parties:

- (i) this Exhibit is also known as the “Service Level Agreement” or “SLA,” and all references to either the “Service Level Agreement” or “SLA” in the Agreement refer to the provisions of this Exhibit, even if this Exhibit is not referenced explicitly; and
- (ii) this Exhibit is incorporated into and made part of the Agreement to which it is attached or referenced between Customer and Oberon Technologies, Inc. (“Oberon”).

1. DEFINITIONS

Any capitalized terms used but not defined in the body of this SLA shall have the meaning defined in the Agreement. In the event of any conflict in definition between the Agreement and this SLA, terms defined in this SLA shall have the meanings set forth in this SLA and shall take precedence over those in the Agreement when interpreting obligations conveyed by this SLA.

2. SERVICE LEVEL AGREEMENT (SLA) PACKAGES (ONLY APPLICABLE TO OBERON-HOSTED SAAS SOFTWARE)

This Service Level Agreement is only applicable to those Titania® Software products Hosted by Oberon in the Cloud and provided under a Software as a Service (SaaS) Subscription model. Service Standards and Performance Expectations

2.1 AVAILABILITY

Oberon commits to service availability, excluding Excused Downtime as defined below, for the production Oberon-Hosted SaaS Titania® Applicable Software and supporting Oberon-Hosted System that meets or exceeds an Uptime rate of 99.5% availability.

2.2 UNEXCUSED DOWNTIME PERCENTAGE

The “Unexcused Downtime Percentage” (UDP) is determined using the following formula:

$$\text{UDP} = (\text{Unexcused Downtime Minutes} / \text{Total Minutes in Month}) \times 100$$

2.3 CREDITS

Oberon’s entire liability and Customer’s exclusive remedy for any breach by Oberon of the service availability obligation shall be to credit Customer a portion of its fees for the month during which such breach of obligation occurred, which credit shall be equal to the applicable Oberon-Hosted SaaS Subscription fees for such month multiplied by the Unexcused Downtime Percentage.

Such credit will be applied against any outstanding or future fees due for the applicable Oberon-Hosted SaaS Subscription during the then-current Subscription Period.

Claims under this SLA must be made by submitting a written notice within ten (10) business days after the report is made indicating Oberon’s failure to meet the SLA. If Customer fails to timely make a written request for a credit under this provision, no credit shall be due Customer.

2.4 EXCLUSIONS

The service availability commitment is only applicable to production Services; it does not apply to any nonproduction environments.

The commitment is provided to Customers who are compliant with the Agreement and does not apply to:

- (a) Customers who are delinquent on payment of fees to Oberon under the Agreement; or
- (b) Beta Software, Beta Services, Eval Software, Eval Services, experimental offerings, or other offerings provided at no charge; or
- (c) any Third-Party Applications used in connection with the Applicable Software or Services.

2.5 STANDARD MAINTENANCE WINDOWS

Oberon reserves the third Thursday of each month between 9:00 PM and 1:00 AM EST to perform maintenance on the Oberon-Hosted System, including but not limited to, applying Security Patches to operating systems. Oberon will make commercially reasonable efforts to minimize any actual Downtime during this Standard Maintenance Window.

2.6 SCHEDULED DOWNTIME

Oberon shall provide Customer with at least seven (7) days' prior written notice of any Scheduled Downtime that falls outside the Standard Maintenance Window. Oberon will make every effort to plan Scheduled Downtime outside of normal business hours and minimize its duration to the extent possible. This time is generally used for, but not limited to, performing Software Updates.

2.7 DOWNTIME

"Excused Downtime" is Downtime caused by any of the following:

- Downtime during the Standard Maintenance Window.
- Downtime due to failure of the Internet or Customer's network, including Downtime resulting from Third-Party Software hosted by the Customer, as well as Downtime resulting from applications, customizations, integrations or configurations developed for or by Customer that interact with the Applicable Software or Services.
- Scheduled Downtime with prior notice provided by Oberon.
- Emergency maintenance and Downtime with commercially reasonable prior notice, if possible.
- Downtime resulting from Customer disabling the Applicable Software, Services, or User access.
- Downtime due to an Issue that has been corrected in the current release but remains unresolved because the Customer has not implemented a Software Update.
- Single sign-on (SSO) or authentication Issues, except those directly attributable to Oberon's systems.
- Events of force majeure.

"Unexcused Downtime" is Downtime not falling into the categories above.



2.8 CUSTOMER NOTIFICATION

Oberon will inform identified Customer administrators when the Titania® Software and/or Oberon-Hosted System will be unavailable for Scheduled Downtime.

Customers attempting to access the Titania® Software and/or Oberon-Hosted System during the Standard Maintenance Window or Scheduled Downtime will be presented with a notice indicating that maintenance is in progress.

Oberon will provide Customer administrators an approximate time when the Titania® Software and Oberon-Hosted System will be available.

Oberon will make reasonable efforts to provide notification once Oberon is aware of any unscheduled Downtime.

2.9 BANDWIDTH

The Oberon-Hosted System shall provide a minimum bandwidth of 1 Mbps, with dynamic burst support up to 10 Mbps.

2.10 POWER FAILURE

The Oberon-Hosted System shall be equipped with redundant power capable of withstanding typical power outages.

2.11 SYSTEM BACKUP

Titania® Software and Oberon-Hosted Systems shall be backed up incrementally on a daily basis. Oberon will also maintain weekly full backups and off-site storage for a rolling one-month period. Backup data can be made available to Customers for extended, longer-term storage for a fee.

2.12 BUSINESS CONTINUITY/DISASTER RECOVERY PLANS

Oberon shall have a written Business Continuity/Disaster Recovery Plan in place.



EXHIBIT D PROFESSIONAL SERVICES AGREEMENT

References to “the Agreement” within this Exhibit refer to any and all agreements to which this Exhibit is attached or referenced.

Unless a separate Master Service Agreement or Professional Services Agreement is executed and duly signed by the Parties:

- (i) this Exhibit is also known as the “Professional Services Agreement” or “PSA” and all references to either the “Professional Services Agreement” or “PSA” in the Agreement refer to the provisions of this Exhibit, even if this Exhibit is not referenced explicitly; and
- (ii) this Exhibit is incorporated into and made part of the Agreement to which it is attached or referenced between Customer and Oberon Technologies, Inc. (“Oberon”).

1. DEFINITIONS

Any capitalized terms used but not defined in the body of this PSA shall have the meaning defined in the Agreement. In the event of any conflict in definition between the Agreement and this PSA, terms defined in this PSA shall have the meanings set forth in this PSA and shall take precedence over definitions in the Agreement when interpreting obligations conveyed by this PSA.

2. SCOPE OF SERVICES

Oberon hereby undertakes to provide the Customer with technical assistance (“Professional Services”) and corresponding materials and Software to be developed as part of these Professional Services (“Deliverables”), as articulated in a specific Quote or Statement of Work (“SOW”) that shall be executed by both Oberon and the Customer.

In the event of any discrepancy or conflict between this PSA and those contained within any SOW or Customer Purchase Order, the provisions outlined in this PSA shall prevail, unless the SOW:

- (i) explicitly states the intention to amend this PSA;
- (ii) identifies the exact section number subject to modification; and
- (iii) specifies the exact amendments being made to that section.

Under such circumstances, the modified provisions of the SOW shall take precedence solely over the referenced sections, while all other sections of this PSA shall continue to take precedence over the SOW.

3. FEES AND EXPENSES

3.1 PURCHASE ORDERS AND GOVERNING TERMS

Customer may provide Oberon with a valid Purchase Order or alternative document reasonably acceptable to Oberon. Any such document must reference Oberon’s Quote by number and will be governed by the terms of this PSA. No terms or conditions stated in Customer’s Purchase Order or other ordering documentation (excluding Quotes) shall be incorporated into or form any part of this Agreement, unless signed by both Parties and all such terms or conditions shall be deemed null and void.

3.2 INVOICING AND BILLING

Upon commencement of Professional Services, Oberon will issue invoices monthly on a progress payment basis unless the Quote or the SOW states alternative milestone billings at the fees set forth in the Quote or the SOW, including travel and living expenses that are approved in advance by Customer.

3.3 PAYMENT TERMS AND TRANSACTION FEES

Unless otherwise stated in the Quote or SOW, invoiced charges are due net thirty (30) days from the invoice date.

Unless a separate line item on the invoice specifically itemizes a Payment Transaction Fee, all invoiced amounts are net of any Payment Transaction Fees imposed by any Third-Party or Customer's payment processing system, including but not limited to banking fees, merchant fees, currency exchange fees and other Third-Party payment processing fees. Customer assumes full and total responsibility for any and all such Payment Transaction Fees associated with the payment of the invoice.

If invoices must be submitted through any Customer payment processing system where the processor deducts Payment Transaction Fees from the total invoiced amount, Oberon reserves the right to include and itemize such Payment Transaction Fees on the invoice before processing and Customer agrees to pay said invoice inclusive of the appropriate Payment Transaction Fees.

A finance charge of 1.5% per month shall apply to overdue payments.

3.4 USE OF CUSTOMER EQUIPMENT

If Oberon requires use of Customer's hardware, Software, network access or other facilities for development, integration or testing of a Deliverable, a separate Quote or SOW will specify such requirements and equipment, periods of availability and other information regarding access and use.

If required equipment is not furnished by Customer, Oberon will include charges for use of comparable equipment from a Third Party (if available)—whether by rental, lease, subcontract, or otherwise—in its pricing for the Quote or the SOW.

4. COORDINATION

Customer shall designate an internal project coordinator with the authority to direct, define, and schedule the Professional Services, and to authorize any travel and related expenses.

5. SCHEDULES AND DELIVERY TIMEFRAMES

All levels of effort, timeframes and completion/delivery dates are estimates; therefore, all completion/delivery dates are tentative and subject to change based on any discrepancies between actual level of effort and the estimated level of effort. Additionally, many timeframes are dependent on cooperative interactions between the Parties. These interaction periods are also estimates and may result in changes to the completion or delivery dates.

6. CHANGE ORDERS

If Customer makes changes to the Professional Services or Deliverables, or requests additional Professional Services or Deliverables, and such changes or additional items cause an increase or decrease in the cost or time required for performance, or if any Customer-provided information on which Oberon relied in developing a Quote or an SOW is incomplete or inaccurate and causes an increase or decrease in the effort or time required for performance, an equitable adjustment in the price and schedule shall be agreed to by the parties to reflect such increase or decrease, and the Quote or the SOW shall be modified by a written Change Order accordingly.

Oberon shall not be obligated to proceed with changes that increase the cost of Professional Services without Customer's agreement to and funding of such Change Order.

7. INDEPENDENT CONSULTANT

Oberon is an independent contractor and neither its employees nor subcontractors are agents or employees of Customer. Performance and superintendence of the work shall be by Oberon.

In order to meet Customer completion dates, Oberon may use such subcontract assistants as it deems necessary to perform the Professional Services. Oberon shall be responsible for payment of employee benefits, workers' compensation and insurances, and for withholding and remitting applicable local, state or federal payroll-related taxes.

8. RECORDS AND AUDIT RIGHTS

Oberon shall maintain accurate records to substantiate all charges. Customer shall have access to such records to verify all charges upon reasonable request.

If such records indicate a discrepancy in billing, Oberon shall grant Customer a credit or refund at Customer's option, or if appropriate, bill Customer additional amounts in its next invoice.

9. LIMITED WARRANTY

Oberon warrants that it will use reasonable care and judgment in performing the Professional Services. Oberon's warranty is not transferable and does not apply insofar as claims result from:

- Customer or Third-Party modifications to a Deliverable, material or Software not provided by Oberon, or
- acts or omissions caused by persons other than Oberon.

THE WARRANTY SET FORTH IN THIS SECTION 9 IS THE ONLY WARRANTY GIVEN BY OBERON TECHNOLOGIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OBERON TECHNOLOGIES SPECIFICALLY DISCLAIMS AND CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES, WHETHER ORAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

10. OWNERSHIP AND LICENSE

10.1 CUSTOMER IP

All Customer-provided intellectual property and proprietary information (“Customer IP”), including without limitation all patent, copyright, and other rights related thereto, shall remain the sole property of Customer and its successors, assigns, and nominees.

At all times, both during and after the termination or expiration of this PSA:

- Oberon will neither use, disclose, nor assist or authorize anyone else in using or disclosing, any Customer IP without the written consent of Customer, except only as may be necessary to complete the Professional Services.
- Oberon also agrees to maintain confidentiality and otherwise safeguard all Customer IP so that it is not made available to unauthorized persons or entities.
- Oberon will not, at any time, use the equipment, supplies, facilities, or other resources of Customer or its corporate affiliates except as may be both necessary and appropriate to complete the Professional Services.

10.2 OBERON IP

Customer recognizes that, as a Professional Services organization, Oberon leverages past and future intellectual property to implement all future Professional Services and Deliverables; therefore, Oberon cannot transfer intellectual property rights to Customer in the Professional Services and Deliverables received by Customer. Instead, Oberon provides a license to use the intellectual property included in the Professional Services and Deliverables provided to Customer.

Notwithstanding anything to the contrary in this PSA:

- The term “Oberon IP” includes any pre-existing intellectual property of Oberon and newly formed or derived discoveries, with the exception of Customer IP.
- Oberon shall be the sole owner of the Oberon IP.
- Exclusive of any Commercially Off-the-Shelf Software, Open-Source Software, Subscription Services and Subscription Software incorporated in the Professional Services, Oberon hereby grants to Customer a fully paid-up, worldwide, royalty-free, perpetual, non-exclusive right and license to use, transfer, modify, and create derivative works of the Oberon IP, including Oberon’s pre-existing intellectual property, used in connection with or as a result of this PSA.
- However, such license in no way obligates Oberon to provide Customer access to any Source Code, unless explicitly denoted to the contrary in an SOW.

10.3 WORK FOR HIRE

In the event any materials prepared and delivered by Oberon in the course of providing the Professional Services shall be deemed by a court or other authority to be works made for hire, in which the Customer or other entity obtains rights, title, and other interests in the works, the Parties to this PSA acknowledge and agree that performance of Oberon under this PSA required the skills of Oberon and, therefore, Oberon shall retain the right to use, without fee and for any purpose, such “know-how”, ideas, techniques, and concepts used or developed by Oberon in the course of performing the Professional Services under this PSA.

11. CONFIDENTIALITY

11.1 DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, which is designated as confidential or that reasonably should be understood to be confidential, given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes Customer's Data; Oberon Confidential Information includes the Titania® Software; and Confidential Information of each Party includes the terms and conditions of this PSA and all Quotes (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party.

However, Confidential Information does not include any information that:

- (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
- (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party; or
- (iv) was independently developed by the Receiving Party.

11.2 PROTECTION OF CONFIDENTIAL INFORMATION

The Receiving Party will:

- (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care);
- (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this PSA; and
- (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, directors, officers, advisors, agents, or others acting on its behalf ("Representatives") who need that access for purposes consistent with this PSA and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

The Receiving Party shall remain responsible for its Representatives' acts or omissions with respect to Confidential Information. Neither Party will disclose the terms of this PSA or any Quotes to any Third Party other than its Affiliates, legal counsel, and accountants without the other Party's prior written consent, provided that a Party that makes any such disclosure to its Affiliate, legal counsel, or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section.

11.3 REQUIRED DISCLOSURE

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party:

- (i) gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted); and
- (ii) provides reasonable assistance, at the Disclosing Party's costs, if the Disclosing Party wishes to contest the disclosure.

If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

11.4 PROTECTION OF CUSTOMER'S DATA

Without limiting the above, Oberon shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's Data.

Oberon shall not:

- (a) modify Customer's Data;
- (b) disclose Customer's Data except as compelled by law in accordance with Section 11.3, or as expressly permitted in writing by Customer; or
- (c) access Customer's Data except to provide the Titania® Software or prevent or address service or technical problems, or at Customer's request in connection with Customer Support matters.

11.5 PERSONAL DATA IN CONTENT

Oberon Professional Services and Deliverables, including Oberon's Titania® Software products, are not designed for the storage, management, or delivery of Personal Data unless specifically designated in a Quote or SOW.

By submitting any content into any Deliverable(s) or Titania® Software product(s), Customer represents and warrants that:

- Customer has obtained all necessary permissions and releases to use the content; and
- such content does not contain any Personal Data or information of any individual without their explicit consent.

Customer acknowledges and agrees that:

- Customer is solely responsible for ensuring that the content Customer introduces into any Deliverable(s) or Titania® Software product(s) complies with all applicable laws and regulations related to data protection and privacy; and
- Customer shall indemnify and hold Oberon harmless from any claims, damages, losses, or liabilities arising out of any breach or violation of this representation and warranty.

11.6 USAGE OF CUSTOMER DATA IN TEST ENVIRONMENTS

Usage of Customer Data in test environments will be governed by the policy and procedures outlined in Exhibit E to the Agreement.

12. LIMITATION OF LIABILITY

12.1 CAP ON DAMAGES

Oberon's total liability (whether in contract, tort, or any other theory of liability) arising out of or in connection with this PSA or the Professional Services or Deliverables provided hereunder shall be limited to the return of amounts actually paid to Oberon by Customer

for the applicable Service or Deliverable in the twelve (12) months prior to the date of Customer's first claim hereunder.

12.2 EXCLUSION OF DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OBERON TECHNOLOGIES BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF REVENUES OR PROFITS OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THESE PROFESSIONAL SERVICE TERMS AND CONDITIONS OR ITS TERMINATION, OR OBERON TECHNOLOGIES' PERFORMANCE OF PROFESSIONAL SERVICES OR THE DELIVERABLES PROVIDED HEREUNDER, EVEN IF OBERON TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Deliverables may be implemented, configured, and used for processing many different kinds of information. IN NO EVENT SHALL OBERON TECHNOLOGIES HAVE ANY LIABILITY FOR CLAIMS OR DAMAGES OF ANY KIND OR NATURE RESULTING FROM:

- the particular kind of information processed;
- any implementation or configuration not in accordance with Oberon Technologies' documentation; or
- any issue avoidable by use of an alternative implementation or configuration.

12.3 MUTUAL EXCLUSION OF INDIRECT DAMAGES

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

12.4 EXCEPTIONS

THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

13. U.S. GOVERNMENT ENTITY RIGHTS

The computer Software and documentation thereof provided under this PSA are subject to Restricted Rights, and the rights of United States governmental agencies to:

- use,
- modify,
- reproduce,
- release,
- perform,
- display, or
- disclose

this computer Software and documentation thereof are subject to the terms and conditions set forth in this PSA and those set out in the Rights in Data – Restricted Rights clause at FAR 52.227-14, including Alternate III, subsection (g)(3).

Additionally, the rights of United States military governmental agencies to:

- use,
- modify,
- reproduce,
- release,
- perform,
- display, or
- disclose

this computer Software and documentation thereof are subject to the terms and conditions set forth in this PSA and those set out in the Rights in Noncommercial Computer Software and Non-commercial Computer Software Documentation clause at DFAR 252.227-7014, subsection (b)(3).

13.1 CITATIONS

The following clauses of the Federal Acquisition Regulation (FAR) and of the Department of Defense Supplement to the FAR (DFAR) are incorporated herein by reference and shall apply:

- FAR 52.227-14 (including Alternates I, II, III, and IV, if appropriate);
- DFAR 252.227- 7014 (for Department of Defense Contracts);
- FAR 52.227-19 (if Titania® Software is included).

13.2 LICENSE GRANT

Oberon grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in the Deliverables provided under this PSA to:

- reproduce,
- prepare derivative works,
- perform publicly, and
- display publicly

by or on behalf of the Government, solely for the Government's internal purposes.

This license does not grant access to any Source Code unless explicitly noted in an SOW to the contrary.

14. RETURN OF MATERIALS

Upon completion of a Quote or an SOW, Oberon shall return all documents, data, computer Software, equipment, and other materials furnished to it by Customer. Oberon may keep backup copies of such documents and data solely as are necessary for reference purposes only.

15. TERMINATION OF PROFESSIONAL SERVICES

Customer may terminate the Professional Services by giving Oberon at least thirty (30) days' written notice; Oberon may terminate by giving Customer at least sixty (60) days' written notice.

If Customer terminates a Quote or an SOW prior to completion, Customer shall pay Oberon for:

- (a) all work in process up to the date of termination at the rates set forth in the Quote or SOW; and
- (b) all actual and reasonable expenses incurred by Oberon up to the date of termination, including, without limitation, commitments to purchase Software or Services from third parties which were entered into by Oberon in the course of performance under this PSA prior to the date of termination and that are not cancelable.

Oberon shall use reasonable efforts to mitigate Customer's liability for any such expenses.

Either Party may terminate Professional Services if the other Party fails to perform any of its material obligations under this PSA or any SOW and does not cure the failure within thirty (30) days after receipt of written notice.

Either Party shall have the right to immediately terminate Professional Services in the event of the other's insolvency, receivership, assignment for the benefit of creditors, or bankruptcy.

This PSA may not be terminated until all SOWs associated with this PSA are terminated. While any SOW remains effective and associated with this PSA, this PSA shall survive in full effect, and the termination date is automatically extended to the termination date of the last SOW associated with this PSA without the need for amendment.

16. THIRD-PARTY APPLICATIONS

16.1 THIRD-PARTY APPLICATION DEFECTS

Customer recognizes Professional Services may involve or include Third-Party Applications, for which Oberon is neither the developer nor owner, even if resold and/or installed by Oberon. Oberon makes no warranties of any kind, including, but not limited to, the capabilities, applicability, or reliability of any Third-Party Application even if Oberon is the reseller, installer, or integrator of the Third-Party Application.

Oberon may provide support—either paid or unpaid—to determine the root cause of any Issue with the system using the Third-Party Application. If the cause is found to be a defect in the Third-Party Application (each a "Third-Party Application Defect"):

- (a) Customer agrees to work directly with the Third-Party Vendor to reconcile any Third-Party Application Defect(s).
- (b) Oberon may submit a trouble ticket on Customer's behalf with the Third-Party Application Vendor to address the Third-Party Defect(s), but this action in no way obligates Oberon to implement the Issue Resolution of said ticket without further Customer approval and funding.
- (c) Any delays in schedule or additional effort needed to accommodate the Third-Party Application Defects are deemed to be out of scope of the project and outside of Oberon's control.
- (d) Any work, rework, or schedule adjustments necessary to accommodate Issues associated with Third-Party Application Defects, including but not limited to installing Software Upgrades, Patches, or developing Workarounds must be addressed with a Change Order and funded by Customer.

16.2 THIRD-PARTY APPLICATION UPGRADES AND PATCHES

Customer recognizes any Third-Party Application Upgrade or Third-Party Application Patch installation may break the Professional Services and Deliverables provided by Oberon, including operating system Upgrades and Patches. Oberon is not responsible for maintaining the reliability of any Professional Services or Deliverable(s) with a dependency on Third-Party Applications after:

- (a) a Third-Party Application Upgrade, or
- (b) a Third-Party Application Patch installation,

even if:

- (c) Oberon performs the Third-Party Application Upgrade or Third-Party Application Patch installation, or
- (d) the defect is found to be in the Professional Services or Deliverable provided by Oberon,

unless explicitly stated otherwise in an SOW.

Oberon does not warrant that any Third-Party Application Upgrade or Third-Party Application Patch installation will perform as advertised, nor solve any specific problem, even if installed or implemented by Oberon.

Any work, rework, or schedule adjustments necessary to accommodate Issues associated with Third-Party Application Upgrades or Third-Party Application Patch installations, including, but not limited to developing Workarounds, must be addressed with a Change Order and funded by Customer.

16.3 NO WARRANTIES

Customer recognizes that Oberon cannot warrant any Third-Party Application, and therefore agrees to work directly with the Third-Party Vendor to reconcile any warranty Issues with the Third-Party Application.

17. GENERAL

17.1 TIMELINESS

Oberon understands that prompt performance of all Professional Services hereunder is required by Customer. Neither Party, however, shall be responsible for delays caused by circumstances that are beyond its reasonable control.

17.2 TAXES

Customer agrees to pay all sales and similar taxes, and all custom duties and similar charges directly or indirectly imposed upon the Professional Services without deduction against the fees and expenses payable hereunder.

17.3 ASSIGNMENT

Other than Oberon's use of subcontractors, the Agreement formed by these Terms & Conditions and any SOW may not be assigned by either Party without the other's prior written consent.

17.4 NON-SOLICITATION OF EMPLOYEES

During the term of this PSA and for a period of one (1) year after its termination or expiration, neither Party will directly or indirectly solicit for hire, or hire as a result of such solicitation, any employee of the other Party. The Parties agree that the remedy at law for any breach of this provision may be inadequate and that the offended Party shall be entitled to injunctive relief with respect to any breach of this provision.

17.5 GOVERNING LAW

This PSA and any SOW hereunder shall be governed by and construed in accordance with the laws of the State of Michigan, USA, without giving effect to principles of conflicts of law. Customer consents to the jurisdiction of a state or federal court in Michigan, USA to settle any claim, action, or controversy arising out of or related to the Agreement formed by this PSA.

17.6 SURVIVING SECTIONS

Sections 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of this PSA shall survive completion or termination of Professional Services.

17.7 COMPLETE AGREEMENT

The Parties agree that this PSA and any SOW hereunder set forth the entire agreement between the Parties relating to Professional Services and Deliverables. None of the terms and conditions contained in this PSA may be added to, modified, or superseded except in a written instrument signed by both Parties. Shipments shall be deemed to be only upon the terms and conditions contained in this PSA, and any terms and conditions that may be contained in any Purchase Order or other form issued by Customer are explicitly null and void, unless duly signed by both Parties.



EXHIBIT E USAGE OF CUSTOMER DATA IN TEST ENVIRONMENTS

References to “the Agreement” within this Exhibit refer to any and all agreements to which this Exhibit is attached or referenced. This Exhibit is incorporated into and made part of the Agreement to which it is attached or referenced between Customer and Oberon Technologies, Inc. (“Oberon”).

1. DEFINITIONS

Any capitalized terms used but not defined in the body of this Exhibit shall have the meaning defined in the Agreement. In the event of any conflict in definition between the Agreement and this Exhibit, terms defined in this Exhibit shall have the meanings set forth in this Exhibit and shall take precedence over the Agreement when interpreting obligations conveyed by this Exhibit.

2. PURPOSE AND SCOPE

This policy outlines the conditions under which Customer data may be utilized for Issue Resolution and performance testing in test environments, as well as the procedures for data deletion when a Customer terminates their relationship with Oberon’s services.

3. USAGE OF CUSTOMER DATA IN TEST ENVIRONMENTS

3.1 AUTHORIZATION

Customer data may be used in test environments strictly for the purposes of diagnosing Issues, improving system performance, and ensuring the quality of Oberon’s Services.

3.2 DATA PROTECTION

All Customer data used in test environments will be handled with the same level of security and confidentiality as in production environments. Access to this data will be restricted to authorized personnel only.

3.3 ANONYMIZATION

Where feasible, Customer data will be anonymized to protect Customer identities during testing.

4. DATA RETENTION AND DELETION

4.1 RETENTION PERIOD

Customer data will be retained in test environments only for the duration necessary to resolve the Issues and complete the performance tests for which it was collected.

4.2 CUSTOMER TERMINATION

Upon termination of the Customer relationship, all Customer data will be immediately removed from active use in test environments.

4.3 DATA DELETION

Within thirty (30) days of the termination of the Customer relationship, all Customer data will be permanently deleted from all test environments. Confirmation of data deletion will be provided to the Customer upon request.

5. COMPLIANCE AND AUDIT

5.1 COMPLIANCE

This policy complies with applicable data protection laws and regulations, including the GDPR.

5.2 AUDIT

Regular audits will be conducted to ensure compliance with this policy and to verify that all data deletion requests are handled appropriately.



EXHIBIT F CYBERSECURITY AND DATA PRIVACY ADDENDUM

References to “the Agreement” within this Exhibit refer to any and all agreements to which this Exhibit is attached or referenced. Unless a separate Cybersecurity and Data Privacy Agreement is executed and duly signed by the Parties:

- (i) this Exhibit is also known as the “Cybersecurity and Data Privacy Addendum” or “CDPA” and all references to either the “Cybersecurity and Data Privacy Addendum” or “CDPA” in the Agreement refer to the provisions of this Exhibit, even if this Exhibit is not referenced explicitly; and
- (ii) this Exhibit is incorporated into and made part of the Agreement to which it is attached or referenced between Customer and Oberon Technologies, Inc. (“Oberon”).

1. PURPOSE AND SCOPE

This CDPA governs all processing of Customer Data, including Personal Information, that Oberon undertakes on behalf of Customer in connection with the provision of Oberon-Hosted SaaS Software and Services under the Agreement. This CDPA supplements and operates in conjunction with the terms of the Agreement.

In the event of any conflict between the provisions of the Agreement and this CDPA regarding the processing of Customer Data or Personal Information, the terms of this CDPA shall take precedence and control.

This CDPA shall be interpreted in a manner consistent with Applicable Law and shall not prejudice the fundamental rights or freedoms of Individuals.

2. DEFINITIONS

Any capitalized terms used but not defined in the body of this CDPA shall have the meaning defined in the Agreement. In the event of any conflict in definition between the Agreement and this CDPA, terms defined in this CDPA shall have the meanings set forth in this CDPA shall take precedence over the Agreement when interpreting obligations conveyed by this CDPA.

“**Customer Data**” means all electronic data and information submitted by Customer to the Services or otherwise processed by Oberon on behalf of Customer, excluding Customer Account Data and Customer Usage Data.

3. PURPOSE LIMITATION

3.1 GENERAL PURPOSE

Oberon shall process Customer Data solely for the purposes of providing the Services as specified in the Agreement and this CDPA.

3.2 PROHIBITED USES

Oberon shall not:

- (a) sell, license, or otherwise commercialize Customer Data;
- (b) retain, use, or disclose Customer Data for any commercial purpose other than providing the Services as described in this CDPA;
- (c) retain, use, or disclose Customer Data outside the scope of the Agreement; or

- (d) permit any Third Party to possess or assert any lien, encumbrance, or other interest in Customer Data.

3.3 DATA OWNERSHIP

Oberon acknowledges that Customer retains all right, title, and interest in Customer Data, and Oberon shall not assert any ownership rights therein.

4. DURATION OF PROCESSING

4.1 PROCESSING PERIOD

Oberon shall process Customer Data only for the duration of the Agreement, including any extensions or renewals thereof.

4.2 DATA RETENTION UPON TERMINATION

Upon termination or expiration of the Agreement, Oberon shall, at Customer's election and written instruction:

- (a) return all Customer Data to Customer in a commonly used electronic format; or
- (b) securely delete all Customer Data from Oberon's systems and provide written certification of such deletion.

4.3 RETENTION EXCEPTIONS

Notwithstanding the foregoing, Oberon may retain Customer Data solely to the extent and for such period as required by Applicable Law, provided that Oberon shall limit any such Processing to compliance purposes and shall implement appropriate technical and organizational measures to safeguard such retained data.

5. SECURITY OF PROCESSING

5.1 SECURITY MEASURES

Oberon has implemented and shall maintain throughout the Agreement term the technical and organizational security measures specified in Annex II to protect Customer Data and prevent Data Breaches. These measures are designed considering current industry standards, implementation costs, and the nature, scope, context, and purposes of Processing, as well as the risks to Individual rights and freedoms.

5.2 ISO 27001 COMPLIANCE

Oberon maintains ISO 27001 certification and implements security controls in accordance with this international standard for information security management systems.

5.3 ACCESS CONTROLS

Oberon shall:

- (a) grant access to Customer Data only to personnel and authorized sub-processors who require such access to provide the Services;
- (b) ensure all personnel authorized to process Customer Data are bound by confidentiality obligations or appropriate statutory duties of confidentiality; and
- (c) implement role-based access controls and the principle of least privilege for all Customer Data access.

5.4 SECURITY TRAINING

Oberon shall provide regular cybersecurity and data privacy training to all personnel having access to Customer Data, including updates on emerging threats and best practices.

5.5 CONFIDENTIALITY OBLIGATIONS

Oberon shall treat all Customer Data as strictly confidential and shall ensure that all employees, agents, and authorized sub-processors engaged in processing Customer Data are informed of and bound by appropriate confidentiality obligations.

5.6 SECURITY MONITORING

Oberon shall implement continuous monitoring, logging, and alerting systems to detect and respond to potential security incidents affecting Customer Data.

6. AUDIT AND COMPLIANCE

6.1 THIRD-PARTY AUDITS AND CERTIFICATIONS

Oberon undergoes regular audits by independent Third-Party auditors to verify the adequacy of its cybersecurity and data privacy measures. Oberon maintains ISO 27001 certification and agrees to maintain this certification, or appropriate successor standards, for the duration of the Agreement.

6.2 INFORMATION PROVISION

Upon reasonable request, Oberon shall:

- (a) provide Customer with a copy of relevant certification documents (such as ISO 27001 certificates);
- (b) provide written responses to reasonable requests for information regarding Oberon's Processing of Customer Data, including responses to information security questionnaires; and
- (c) demonstrate compliance with this CDPA and Applicable Law through appropriate documentation.

Customer may exercise these rights no more than once per calendar year unless required by Applicable Law or in response to a Data Breach.

6.3 ON-SITE AUDITS

Where required by Applicable Law, and only if Customer reasonably determines that compliance has not been adequately demonstrated through Section 6.2 of this CDPA above, Customer may conduct on-site audits of Oberon's relevant systems and processes. Such audits shall be subject to the following conditions:

6.3.1 Notice and Scheduling

Audits must be conducted during Oberon's regular business hours with reasonable advance notice.

6.3.2 Scope and Duration

The parties shall mutually agree on the audit scope, timing, and duration.

6.3.3 Costs

Customer shall reimburse Oberon for reasonable costs incurred in facilitating the audit, including personnel time and resources.

6.4 CONFIDENTIALITY REQUIREMENTS

All audit activities under this Section 6 shall be subject to appropriate confidentiality agreements to protect Oberon's proprietary information and trade secrets. Customer and any authorized representatives or auditors shall execute Oberon's standard non-disclosure agreement prior to receiving confidential information or conducting any audit.

6.5 REMEDIATION

If any audit reveals non-compliance with this CDPA or Applicable Law, Oberon shall promptly implement appropriate corrective measures and provide Customer with a remediation plan and timeline.

7. DATA BREACH NOTIFICATION

7.1 INCIDENT RESPONSE PROGRAM

Oberon has implemented comprehensive incident detection, response, and escalation procedures designed to promptly identify and respond to potential Data Breaches. Upon detecting a potential Data Breach, Oberon shall:

- (a) immediately investigate to confirm whether a Data Breach has occurred;
- (b) implement containment measures to prevent further unauthorized access;
- (c) identify the root cause and scope of the incident;
- (d) take reasonable measures to mitigate adverse effects and prevent recurrence; and
- (e) cooperate with and assist Customer in meeting its obligations under Applicable Law.

7.2 NOTIFICATION TIMELINE

Oberon shall notify Customer of any confirmed Data Breach without undue delay and in any event within 72 hours of Oberon becoming aware of the Data Breach.

7.3 NOTIFICATION CONTENT

Data Breach notifications shall include, to the extent known and applicable:

7.3.1 Incident Description

The nature of the Data Breach, date and time of discovery, and likely consequences.

7.3.2 Data Involved

Categories and approximate number of affected Individuals and data records.

7.3.3 Response Measures

Actions taken or proposed to address the Data Breach and mitigate potential adverse effects.

7.3.4 Customer Actions

Recommended measures for Customer to mitigate the impact of the Data Breach.

7.3.5 Contact Information

Details of Oberon's designated contact point for additional information regarding the Data Breach.

7.4 SUPPLEMENTAL INFORMATION

If complete information cannot be provided in the initial notification, Oberon shall provide additional details as they become available, without undue delay.

7.5 THIRD-PARTY DISCLOSURE RESTRICTIONS

Unless required by Applicable Law, Oberon shall not disclose Customer's name or identity in connection with any Data Breach to individuals or third parties —other than law enforcement, forensic investigators, insurance providers, or legal counsel—without Customer's prior written consent. Oberon may issue general public statements regarding Data Breaches affecting multiple customers, provided Customer's identity is not disclosed.

7.6 REGULATORY CONSIDERATION

Oberon shall reasonably cooperate with Customer's efforts to comply with breach notification requirements under Applicable Law, including providing necessary documentation and information for regulatory filings.

8. PROCESSING OF PERSONAL INFORMATION

8.1 SCOPE OF PERSONAL INFORMATION PROCESSING

The parties acknowledge that while the Services are not primarily designed for processing Personal Information, such information may be included within Customer Data. This CDPA governs any processing of Personal Information that Oberon undertakes on behalf of Customer. The categories of Personal Information and purposes of processing are specified in Annex I.

8.2 CUSTOMER RESPONSIBILITIES

Customer is solely responsible for:

- (a) establishing the legal basis for processing Personal Information under Applicable Law;
- (b) providing appropriate privacy notices to Individuals;
- (c) obtaining any required consents from Individuals;
- (d) ensuring the accuracy, quality, and legality of Personal Information provided to Oberon;
- (e) ensuring Personal Information is collected and transmitted in compliance with Applicable Law; and
- (f) taking reasonable steps to ensure that Personal Information does not include sensitive data such as health information, government identification numbers, payment card information, or special category data as defined under Applicable Law.

8.3 PROCESSING INSTRUCTIONS

Oberon shall process Personal Information only pursuant to documented instructions from Customer.

The Agreement and this CDPA constitute Customer's initial documented instructions. Oberon shall use reasonable efforts to comply with additional Customer instructions, provided such instructions are:

- (a) required by Applicable Law;
- (b) technically feasible; and
- (c) do not require modifications to the Services.

8.4 INSTRUCTION LIMITATIONS

If Oberon cannot comply with Customer instructions due to technical infeasibility, service limitations, or potential violation of Applicable Law, Oberon shall promptly notify Customer and the parties shall work together to identify alternative approaches.

8.5 LEGAL PROCESSING REQUIREMENTS

Oberon may process Personal Information where required by Applicable Law. In such cases, Oberon shall inform Customer of the legal requirement before processing, unless prohibited by law on grounds of public interest.

9. USE OF SUB-PROCESSORS

9.1 GENERAL AUTHORIZATION

Customer provides general authorization for Oberon to engage sub-processors to process Personal Information where necessary for the performance of the Services. Oberon currently uses Amazon Web Services (AWS) as its primary Cloud infrastructure provider. Should Oberon decide to engage any new sub-processors not listed herein, Oberon will provide Customer with at least 30 days' advance written notice prior to the new sub-processor processing any Personal Information.

9.2 SUB-PROCESSOR CHANGE

Oberon shall provide Customer with at least 30 days' advance written notice of any intended changes to the sub-processor list, including:

- addition of new sub-processors; or
- replacement of existing sub-processors.

Such notice shall include sufficient information to enable Customer to assess the change and exercise any objection rights.

9.3 CUSTOMER OBJECTION RIGHTS

Customer may object to the engagement of a new or replacement sub-processor by providing written notice to Oberon within the 30-day notice period. If Customer objects on reasonable grounds related to data protection, the parties shall work together in good faith to resolve the concerns or identify alternative solutions.

9.4 SUB-PROCESSOR CONTRACTS

Oberon shall engage sub-processors only pursuant to written contracts that impose substantially the same data protection and security obligations as those set forth in this CDPA, including:

- (a) processing Personal Information only for the purposes specified in this CDPA;
- (b) implementing appropriate technical and organizational security measures;
- (c) maintaining confidentiality of Personal Information;

- (d) providing assistance with data subject requests and regulatory compliance; and
- (e) complying with data breach notification requirements.

9.5 ONGOING RESPONSIBILITY

Oberon remains fully liable to Customer for the performance of all sub-processor obligations under this CDPA. Oberon shall monitor sub-processor compliance and take appropriate action to address any non-compliance.

10. INTERNATIONAL TRANSFERS OF PERSONAL INFORMATION

10.1 GLOBAL PROCESSING

Oberon may process Personal Information outside the country where Customer or Individuals are located. All international transfers of Personal Information shall comply with Applicable Law, and Oberon shall ensure that appropriate safeguards are maintained, Individual rights remain enforceable, and effective legal remedies are available.

10.2 TRANSFERS FROM THE EEA AND SWITZERLAND

For transfers of Personal Information from the European Economic Area (EEA) or Switzerland to countries not recognized by the European Commission (or Swiss competent authority) as providing adequate data protection:

- (a) The Standard Contractual Clauses shall apply to such transfers;
- (b) The Standard Contractual Clauses are deemed incorporated into this CDPA by reference; and
- (c) The Standard Contractual Clauses shall be completed in accordance with the details specified in Annex III.

10.3 TRANSFERS FROM THE UNITED KINGDOM

For transfers of Personal Information from the United Kingdom to countries not recognized by UK regulatory authorities as providing adequate data protection:

- (a) The UK Addendum shall apply to such transfers;
- (b) The UK Addendum is deemed incorporated into this CDPA by reference; and
- (c) The UK Addendum shall be completed as specified in Annex III.

10.4 OTHER JURISDICTIONS

For transfers originating from jurisdictions other than the EEA, Switzerland, or the UK, Oberon shall ensure transfers comply with Applicable Law through appropriate mechanisms such as:

- (a) adequacy decisions by relevant data protection authorities;
- (b) binding corporate rules approved by competent authorities; or
- (c) standard contractual clauses adopted by applicable data protection authorities.

11. ASSISTANCE WITH DATA PRIVACY OBLIGATIONS

11.1 INDIVIDUAL RIGHTS REQUESTS

Oberon shall promptly notify Customer of any request received directly from an Individual to exercise rights under Applicable Law. Oberon shall not respond to such requests unless specifically authorized by Customer in writing.

11.2 CUSTOMER ASSISTANCE OBLIGATIONS

Taking into account the nature of processing and available information, Oberon shall reasonably assist Customer with:

11.2.1 Individual Rights Fulfillment

Responding to Individual requests to exercise rights under Applicable Law, including requests for access, rectification, erasure, portability, and restriction of processing;

11.2.2 Data Protection Impact Assessments

Conducting risk assessments and data protection impact assessments concerning the processing of Personal Information;

11.2.3 Regulatory Consultation

Providing information necessary for Customer to consult with competent supervisory authorities when required by Applicable Law;

11.2.4 Data Accuracy

Maintaining accurate and current Personal Information by promptly notifying Customer when Oberon becomes aware of inaccurate or outdated Personal Information;

11.2.5 Processing Security

Ensuring compliance with security obligations for processing Personal Information as set forth in Section 5 of this CDPA.

11.3 ASSISTANCE PROCESS

When providing assistance under this Section:

- (a) Oberon shall respond to Customer's reasonable requests within 10 business days or such shorter period as may be required by Applicable Law;
- (b) Customer shall provide Oberon with reasonable information necessary to fulfill assistance requests;
- (c) Oberon's assistance shall be limited to information and actions within Oberon's control and technical capabilities; and
- (d) Oberon may charge reasonable fees for assistance that requires significant additional effort beyond standard service operations.

11.4 DOCUMENTATION

Oberon shall maintain appropriate records of processing activities and assistance provided to enable Customer to demonstrate compliance with Applicable Law.

12. OBERON AS CONTROLLER

12.1 INDEPENDENT CONTROLLER STATUS

Customer acknowledges that Oberon acts as an independent Controller, and not a joint Controller with Customer, with respect to Customer Account Data and Customer Usage Data.

12.2 CONTROLLER PROCESSING PURPOSES

Oberon processes Customer Account Data and Customer Usage Data as a Controller for the following purposes:

- (a) managing the business relationship with Customer;
- (b) conducting core business operations, including accounting, compliance, and relationship management;
- (c) monitoring, investigating, preventing, and detecting fraud, security incidents, and service misuse;
- (d) protecting Customer and Customer Data from harm;
- (e) identity verification;
- (f) complying with legal and regulatory obligations; and
- (g) other purposes permitted under Applicable Law, this CDPA, and the Agreement.

12.3 CONTROLLER PROCESSING PURPOSES

Oberon may also process Customer Usage Data as a Controller to provide, optimize, enhance, and maintain the Services, including troubleshooting, developing new features, and improving service performance, to the extent permitted by Applicable Law.

12.4 PRIVACY POLICY

Oberon's processing as a Controller shall comply with Oberon's Privacy Policy, available at <https://www.oberontech.com/privacy-policy>.

13. CCPA COMPLIANCE

For purposes of the California Consumer Privacy Act (CCPA), Customer is a "business" and Oberon is a "service provider" receiving Personal Information for business purposes. Oberon shall:

- (a) not "sell" or "share" Personal Information to any Third Party;
- (b) retain, use, or disclose Personal Information only as necessary to perform the Services or as otherwise permitted under the Agreement or CCPA;
- (c) comply with all service provider obligations under CCPA; and
- (d) understand and comply with the restrictions set forth in this Section.

All terms in this Section have the meanings defined in California Civil Code Section 1798.140.

14. LIABILITY AND NON-COMPLIANCE

14.1 LIABILITY LIMITATIONS

Each party's liability under this CDPA shall be subject to the exclusions and limitations of liability set forth in the Agreement.

14.2 CLAIMS AUTHORITY

Claims against Oberon under this CDPA may only be brought by the Customer entity that is a party to the Agreement.

14.3 INDIVIDUAL AND SUPERVISORY AUTHORITY RIGHTS

Nothing in this CDPA shall restrict or limit the rights of any Individual or competent supervisory authority under Applicable Law.

15. DATA RETURN AND DELETION

15.1 DATA EXPORT

Upon termination or expiration of the Agreement, Customer may export Customer Data as described in the Agreement.

15.2 DATA RETURN

Where Customer Data cannot be exported, Oberon shall return such data to Customer in a commonly used electronic format.

15.3 DATA DELETION

Oberon shall securely delete all Customer Data within 30 days following termination, unless:

- (a) applicable law requires continued storage; or
- (b) Customer provides written instructions for extended retention.

15.4 CONTINUED COMPLIANCE

Until Customer Data is deleted or returned, Oberon shall continue to comply with this CDPA.

16. MISCELLANEOUS

16.1 SUPERSEDING EFFECT

This CDPA supersedes any existing data processing the Agreement between the parties relating to the Services.

16.2 GOVERNING LAW

This CDPA shall be governed by the same governing law and jurisdiction provisions as the Agreement, unless otherwise required by Applicable Law.

16.3 TERMINATION

This CDPA and any incorporated Standard Contractual Clauses shall terminate automatically upon Oberon's deletion of all Customer Data in accordance with Section 15.

ANNEX I

Categories of Data Subjects: Personal Information processed by the Services may include data subjects related to the Customer's employees, agents, advisors, freelancers, customers, prospects, business partners, vendors, and Authorized Users of the Services.

Categories of Personal Information: Personal Information processed by the Services may include, but is not limited to:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data

Sensitive Data Processed: None.

Nature and Purpose of Processing: Personal Information is processed for the collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, disclosure, dissemination, restriction, erasure, or destruction as necessary for the provision of the Services defined in the Agreement.

Duration of Processing: Personal Information will be processed for the term Oberon provides the Services under the Agreement, including any extensions or renewals.

ANNEX II: TECHNICAL AND ORGANIZATIONAL MEASURES

This Annex details the technical and organizational measures Oberon will implement to ensure the security of Customer Data.

1. DEFINITIONS

For purposes of this Annex II, all capitalized terms shall have the meaning set forth in the Agreement and the CDPA; however, in the event of any conflict in definition between the Agreement, the CDPA and this Annex II the following terms shall have the meanings set forth below in precedence to the Agreement and CDPA when interpreting this Annex II:

“Customer Data” means any Personal Information or other data submitted by Customer to the Services, as defined in the Agreement.

“Security Controls” means specific hardware, software, or administrative mechanisms necessary to enforce security policies and address risks to information technology systems and physical locations. These align with NIST SP 800-53 (Moderate Baseline) and/or ISO/IEC 27001, as applicable.

“Security Policies” means statements outlining the direction for securing company information, mandating compliance with applicable laws and regulations.

“Security Procedures” means step-by-step actions to achieve and maintain compliance with Security Policies and relevant industry standards.

“Systems” means all computer software, firmware, hardware, telecommunications capabilities (including all voice, data, and video networks), and other related automated or computerized items used in providing the Services.

2. GENERAL SECURITY OBLIGATIONS

To comply with its security obligations under the Agreement and this CDPA, Oberon will, at all times, maintain security processes aligned with industry best practices, specifically:

- implementing the moderate impact controls of NIST SP 800-53, or
- maintaining ISO/IEC 27001 certification.

Oberon will also adhere to the specific security requirements, obligations, and event reporting procedures detailed in this CDPA.

3. SECURITY PROGRAM AND GOVERNANCE

Oberon will maintain a comprehensive Security Program, which includes:

- A Chief Information Security Officer (CISO) or designated security lead responsible for managing security requirements.
- Documented Security Policies, Security Procedures, and Security Controls.
- A formal security incident management program.
- A security awareness and training program for all employees involved in providing the Services.
- A security change management program to ensure stability and reliability during security-related changes.
- Business continuity and disaster recovery plans, including regular testing.

- A structured security risk assessment process to identify, assess, respond to, and treat risks.
- For software development, maintenance of a secure software development lifecycle aligned with industry standards (e.g., OWASP OPEN SAMM).
- For Cloud Services (IaaS, PaaS, SaaS), Oberon's practices are aligned with the CSA Cloud Controls Matrix (CCM), supported by its ISO/IEC 27001 certification and adherence to the NIST Cybersecurity Framework (CSF).

4. SECURITY BY DESIGN AND TESTING

Oberon will maintain:

- A security architecture that ensures the effective implementation of NIST SP 800-53 Security Controls.
- Effective firewall(s) and intrusion detection technologies to protect Customer Data.
- Appropriate network security design elements to provide for data segregation.
- Procedures to encrypt Customer Data both in transmission and at rest.
- Procedures for regular testing of Oberon's security systems and processes.
- Database and application layer design processes that ensure secure handling of Customer Data collected, processed, and transmitted through Systems.

5. MONITORING AND PATCH MANAGEMENT

Oberon has established and will maintain throughout the Agreement term:

- Mechanisms to keep Security Patches current.
- Monitoring systems and procedures to detect attempted and actual attacks or intrusions into Customer Data.
- Procedures to monitor, analyze, and respond to security alerts.
- Use and regular updating of commercial, state-of-the-art antivirus and anti-malware software.
- Procedures to regularly verify the integrity of installed software.

6. ACCESS CONTROL

6.1 USER ACCESS CONTROL

Oberon will enforce:

- Appropriate mechanisms for User authentication and authorization in accordance with a "need to know" policy.
- Rigorous access restrictions for remote Authorized Users, including Oberon's personnel and sub-processors.
- Timely and accurate administration of User account and authentication management.
- Mechanisms to encrypt or hash all passwords.
- Procedures to immediately revoke access for inactive, terminated, or transferred Authorized Users.
- Procedures maintaining segregation of duties.
- Procedures to ensure unique IDs are assigned to each Authorized User with computer access.



- Procedures to ensure Oberon-supplied default passwords and security parameters are changed and appropriately managed.
- Reasonable application of Multi-Factor Authentication (MFA) for Systems related to the Customer Statement of Work.

6.2 FACILITY ACCESS CONTROL

Oberon hosts all infrastructure and services in Amazon Web Services (AWS) data centers, which provide industry-leading physical security and environmental safeguards. As such, physical access controls are implemented and managed by AWS in accordance with their audited security and compliance frameworks (e.g., ISO/IEC 27001, SOC 1/2/3, PCI-DSS).

Oberon's responsibilities under the shared responsibility model include:

- Ensuring that Customer Data is stored only within secure, authorized AWS environments;
- Implementing strict logical access controls to limit access to systems and Customer Data on a "need to know" basis;
- Monitoring access to systems and administrative interfaces to detect and respond to unauthorized activity;
- Ensuring proper data lifecycle management, including secure deletion of Customer Data when no longer needed in accordance with the Agreement;
- Requiring that AWS maintains protections against environmental hazards (e.g., fire, flooding, power failure) and technological failures that could impact System availability or Customer Data integrity.

Oberon reviews AWS's compliance certifications and security posture regularly to ensure alignment with our own data protection obligations.

ANNEX III: STANDARD CONTRACTUAL CLAUSES

The following Modules of the Standard Contractual Clauses (SCCs) are hereby incorporated by reference and apply between Oberon Technologies, Inc. (“Oberon”) as data importer and the Customer (including when acting as a Controller on behalf of its Affiliates and other Controllers relevant to the transfer) as data exporter:

The following Modules of the Standard Contractual Clauses (SCCs) are hereby incorporated by reference and apply between Oberon Technologies, Inc. (“Oberon”) as data importer and the Customer (including when acting as a Controller on behalf of its Affiliates and other Controllers relevant to the transfer) as data exporter:

- **MODULE ONE – Controller to Controller:** Applies where the Customer is a Controller and Oberon Processes Personal Data as an independent Controller, as described in this CDPA.
- **MODULE TWO – Controller to Processor:** Applies for transfers of Personal Data to Oberon as a Processor.
- **MODULE THREE – Processor to Processor:** Applies where the Customer is a Processor and Oberon acts as a sub-processor.

With respect to the Standard Contractual Clauses, the following terms apply:

- Clause 9 – Use of Sub-processors
- Applicable to MODULE TWO and MODULE THREE:
 - Option 2 – General Written Authorization
 - Oberon shall notify the Customer in writing of any intended additions or replacements of sub-processors at least 30 days in advance, allowing the Customer sufficient time to object prior to the engagement of the new sub-processor(s).
- Clause 17 – Governing Law
- Applicable to MODULE ONE, MODULE TWO, and MODULE THREE:
 - Option 1: The Parties agree the SCCs shall be governed by the laws of the Republic of Ireland, provided such law recognizes Third-Party beneficiary rights.
- Clause 18 – Choice of Forum and Jurisdiction
- Applicable to MODULE ONE, MODULE TWO, and MODULE THREE:
 - The Parties agree to submit disputes under the SCCs to the courts of the Republic of Ireland.

ANNEX I TO THE STANDARD CONTRACTUAL CLAUSES

1. LIST OF PARTIES

1.1 DATA EXPORTER

The Customer, on its own behalf and on behalf of Controllers located in the European Union, United Kingdom, and Switzerland.

1.2 DATA IMPORTER

Oberon Technologies, Inc. Contact details of both Parties are as specified in the Agreement.

2. DESCRIPTION OF TRANSFER

2.1 CATEGORIES OF DATA SUBJECTS

- (a) **Module 1:** Individuals authorized by the Customer to use Oberon's products or access its services, including employees, consultants, subcontractors, suppliers, business partners, and customers.
- (b) **Module 2 & 3:** Employees, consultants, subcontractors, suppliers, business partners, customers, and other individuals whose Personal Data may be uploaded to the Services by the Customer.

2.2 CATEGORIES OF PERSONAL DATA

- (a) **Module 1:** Name, company, username, User ID, organization, business contact details, interactions with Oberon's services (e.g., log files, incident reports), IP addresses, cookie data, and device identifiers.
- (b) **Module 2 & 3:** Same as Module 1, plus any additional Personal Data uploaded by the Customer. No sensitive data is transferred.

2.3 CATEGORIES OF PERSONAL DATA

Personal Data is transferred on a continuous basis.

2.4 NATURE OF PROCESSING

Oberon will Process Personal Data as necessary to provide the Services described in the Agreement, including but not limited to collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, transmission, dissemination, restriction, erasure, or destruction.

2.5 DATA RETENTION

Personal Data will be deleted upon termination of the Services in accordance with the Agreement.

2.6 SUB-PROCESSOR TRANSFERS

For transfers involving sub-processors, the subject matter, nature, and duration of processing are consistent with Oberon's role as a data importer and governed by this CDPA.

3. COMPETENT SUPERVISORY AUTHORITY

In accordance with Clause 13 of the SCCs, the Data Protection Commission of the Republic of Ireland shall be the competent supervisory authority.

ANNEX II TO THE STANDARD CONTRACTUAL CLAUSES: TECHNICAL AND ORGANIZATIONAL MEASURES

The measures detailed in Annex II to this CDPA shall apply.

1. UK ADDENDUM TO THE SCCS**1.1 TABLE 1 – PARTY DETAILS**

Party details and key contacts are as described in [Section 1 of Annex I.](#)

1.2 TABLE 2 – SELECTED SCC MODULES AND CLAUSES

SCC modules and clauses selected are as described in [Section 2 of Annex I.](#)

1.3 TABLE 3 – TRANSFER DESCRIPTION AND MEASURES

- (a) List of Parties is as described in [Section 1 of Annex I.](#)
- (b) Description of Transfer is as described in [Section 2 of Annex I.](#)
- (c) Security Measures are as described in [Annex II of this CDPA.](#)
- (d) Sub-Process List is as described in [Exhibit F of this CDPA.](#)

1.4 TABLE 4 – TERMINATION

Both parties may terminate the UK Addendum as provided under its terms.

2. CONFLICT CLAUSE

In the event of any conflict or inconsistency between the Standard Contractual Clauses (SCCs) or the UK Addendum and any other provisions in this CDPA or the Agreement, the terms of the SCCs or UK Addendum (as applicable) shall prevail.