Software Subscription Agreement

Copyright

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Oberon Customer Agreement

OBERON TECHNOLOGIES INC. AND ITS AFFILIATES WILL BE HEREAFTER REFERRED TO AS "OBERON". THIS OBERON CUSTOMER AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE INDIVIDUAL, OR THE COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF SUCH INDIVIDUAL ACCEPTS THIS AGREEMENT, THAT INSTALLS, ACCESSES, OR USES ANY OF APPLICABLE SOFTWARE AS DEFINED IN SECTION 1 OR ASSOCIATED DOCUMENTATION OF THIS AGREEMENT ("CUSTOMER"), AND OBERON.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCEPTING THIS AGREEMENT. BY INSTALLING, ACCESSING, OR USING ANY APPLICABLE SOFTWARE OR ASSOCIATED DOCUMENTATION OF THIS AGREEMENT, CUSTOMER HEREBY AGREES TO ACCEPT AND BE BOUND BY THIS AGREEMENT AND REPRESENTS THAT IT IS AUTHORIZED TO DO SO.

IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT OR IF CUSTOMER DOES NOT HAVE AUTHORITY TO BIND THE COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF CUSTOMER IS ACCEPTING THIS AGREEMENT, DO NOT INSTALL, ACCESS, OR USE ANY OF APPLICABLE SOFTWARE OR ASSOCIATED DOCUMENTATION AND RETURN TO OBERON THE APPLICABLE SOFTWARE AND ANY ASSOCIATED DOCUMENTATION PROVIDED TOGETHER WITH THIS AGREEMENT IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED.

IF CUSTOMER DID NOT OBTAIN ACCESS TO THE PURCHASED APPLICABLE SOFTWARE FROM OBERON DIRECTLY OR FROM AN AUTHORIZED TITANIA® SOFTWARE DISTRIBUTOR OR RESELLER, CUSTOMER IS ILLEGALLY ACCESSING OR USING THE APPLICABLE SOFTWARE. OBERON REGARDS SOFTWARE PIRACY AS THE CRIME IT IS AND PURSUES (BOTH CIVILLY AND CRIMINALLY) THOSE WHO TAKE PART IN THESE ACTIVITIES. IF CUSTOMER IS ILLEGALLY ACCESSING OR USING THE APPLICABLE SOFTWARE, CEASE USING THE ILLEGAL VERSION AND CONTACT OBERON TO OBTAIN A LEGAL SUBCRIPTION TO ACCESS OR USE THE APPLICABLE SOFTWARE.

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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 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 SECTION 1 AND IN COMPLIANCE WITH GENERAL DATA PROTECTION REGULATIONS ("GDPR"). OBERON DOES NOT MARKET CUSTOMER DATA NOR USER PII.

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.

1. DEFINITIONS

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

"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

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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.

"Applicable Software" means the following Titania® Software and Services made available by Oberon under this Agreement:

- All products in the Titania® Delivery Suite including:
    - Titania® Delivery Platform
    - Titania® Extended Reality (XR) Application
    - Titania® General Information Application
    - Titania® eIFU Application
    - Titania® Offline Compiler
    - Titania® Connectors
    - Titania® Workflow Manager
    - Titania® Shopping Cart
- Titania® License Manager
- Titania® Virtual Reality (VR) Training Experiences
- All products in the Titania® Collaboration Suite* including:
    - Titania® Web Editor*
    - Titania® Web Reviewer*

*On-Premises Software

"Associated Documentation" means the Applicable Software's user manuals, API documentation, help systems or other product related information provided or made available by electronic means by Oberon to support product implementation and use.

"Concurrent User" is a User-Based Subscription based on the simultaneous use of the Applicable Software, not based upon any specific Designated User. The number of Users allowed to use the Applicable Software simultaneously is based on the total number of Concurrent User Subscriptions purchased.

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

"Designated User" or "Named User" is a User-Based Subscription where access to the Applicable Software is limited to a specific designated User.

"Distributor" means a third party appointed and authorized by Oberon to grant paid access for the Distributor's customers to the Applicable Software in a centrally hosted system. For purposes of clarity the Distributor's customer becomes the Customer with regards to the use of the Applicable Software and this Agreement binds Oberon and Customer.

"Educational Applicable Software" means Applicable 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.

"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.

"Hosted Software" means a cloud computing service model where the Applicable Software is installed, hosted and accessed entirely from a remote server or location accessible to Oberon for which Oberon is capable and responsible for the system management, performance of maintenance and assurance of uptime. Users can access the Applicable Software globally through the Internet. Hosted Software is also known as software as a service (SaaS).

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

"On-Premises Software" means the Applicable Software is installed, hosted and access entirely from servers or locations on the Customer premises or within an environment inaccessible to Oberon for which Oberon is incapable of providing system management, preforming maintenance, or ensuring uptime.

"Professional Services" means the ancillary services such as data transfer and cleaning, training, and consulting services offered by Oberon set forth in the Quote.

"Purchase Order" or "PO" means a legally binding document created by the Customer and presented to Oberon, which lays out the order details, including quantity and types of products the Customer is purchasing, as well as payment terms and delivery details.

"Quote" means the Titania® Applicable Software schedule, quote or order confirmation accepted by Customer in connection with the purchase of the Applicable Software or, if no such document is provided, Customer's Purchase Order for such Applicable Software, if any.

"Renewal" means any subsequent Subscription Period after the initial Subscription Period expires.

"Reseller" means a third party appointed and authorized by Oberon to resell the Applicable Software on behalf of Oberon.

"Services" means the services that Customer uses as part of a free trial or are paid for under a Quote.

"Subscription Period" means the time frame that commences on the start date specified in the applicable Quote and continues for the period identified in such Quote, provided that if no period is identified in the Quote, then the Subscription Period shall be for a period of 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.

"Third-Party Applications" means online, web-based applications and offline software products that are provided by third parties, interoperate with the Applicable Software, and are identified as third-party applications.

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

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

"User-Based Subscriptions" means a subscription to the Applicable Software where the price of the subscription is based on the number of users eligible to use the software concurrently.

"Website" means the Oberon website located at https://www.oberontech.com.

2. LIMITED ACCESS SUBSCRIPTIONS
2.1 Limited Access Terms

"Limited Access Subscriptions" include Free Trials, Proof of Concepts and Pilots of the Applicable 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 EXPRIRATION 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 Applicable 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 require Customer to register and designate a payment method for the Free Trial. Oberon may begin charging Customer's designated payment method for an 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 or may not receive a notice from Oberon that Customer's Limited Subscription Period has ended, and Customer's annual Subscription Period shall be deemed to have commenced at the end of the Limited Subscription Period, regardless. 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 Applicable Software to be accessed from time to time as part of a paid Proof of Concept under a Limited Access Subscription. A "Proof of Concept" means the use of the Applicable Software to evaluate the feasibility of using the software for a specific purpose. 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 Applicable Software does not meet their needs.

2.4 Pilot Access

Oberon may allow the Applicable Software to be accessed from time to time as part of a paid Pilot under a Limited Access Subscription. A "Pilot" means the use of the Applicable Software for a period of time less than a normal annual Subscription Period before introducing the Applicable Software more widely. 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.

3. PAID SOFTWARE SUBSCRIPTION ACCESS

3.1 Provision of Paid Software Subscription Access

Oberon shall make the Applicable Software available to Customer pursuant to this Agreement and the relevant Quotes 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 Applicable Software may be purchased as User-Based Subscriptions. If specified in the applicable Quote as a User-Based Subscription (i) the Applicable Software may be accessed by no more than the number of Users specified on the Quote, and (ii) additional User-Based Subscriptions may be added to an existing User-Based Subscription Period of identical Applicable Software, prorated to the remainder of the Subscription Period and the pre-existing User subscriptions and additional User subscriptions shall terminate at the end of the original Subscription Period. User-Based Subscriptions may be purchased as Designated User Subscriptions or Concurrent User Subscriptions. If specified in the applicable Quote as a Designated User Subscription, only one Designated User is allowed to use the Applicable Software per paid Designated User Subscription for the term of the Subscription Period and a Designated User Subscription cannot be shared or used by any other User for the term of the Subscription Period, except a Designated User may be reassigned to a new User replacing the former User if such User no longer requires ongoing use of the Applicable Software. A Designated User may not allow another User to use their access under any circumstance. If specified in the applicable Quote as a Concurrent User Subscription any User may simultaneously use the Applicable Software with any other Users if the total count of Users does not exceed the total number of paid Concurrent User Subscriptions. Notwithstanding the foregoing, in the event the total number of Users using the Applicable Software exceeds the limits set forth in the Quote for a period greater than five (5) days, Oberon shall give Customer notice of such excess usage and require Customer to promptly decrease its total number of Users or purchase additional User-Based Subscriptions. To the extent Customer is unwilling or unable to reduce such total number of Users to meet the applicable limits within ten (10) days of notification, Oberon may, as its sole and exclusive remedy for Customer's failure to adhere to the User-Based Subscription limits, add additional User-Based Subscriptions to the existing User-Based Subscription Period of identical Applicable Software up to the amount required to meet the excess usage by Customer, prorated to the remainder of the Subscription Period and the pre-existing User subscriptions and such additional User subscriptions shall terminate at the end of the original Subscription Period.

4. INTELLECTUAL PROPERTY

Oberon and its licensors are the sole owners of the Applicable Software, and of all copyright, trade secret, patent, trademark and other intellectual or industrial property rights in and to the Applicable Software. All access and use of the Applicable Software, in whatever form provided by Oberon or made available to Customer, shall remain the property of Oberon, and such access to the Applicable Software shall be deemed to be legally accessible to Customer during the Subscription Period. Customer acknowledges that the authorization granted to the Applicable Software hereunder does not provide Customer with title to or ownership of the Applicable Software or any copies thereof, but only a right of limited use consistent with the express terms and conditions of this Agreement. Customer shall have no rights to the source code for the Applicable Software, and Customer agrees that only Oberon shall have the right to maintain, enhance, or otherwise modify the Applicable

Software; provided that in no event shall any changes result in a reduction in the features available to Customer, unless Customer approves the feature elimination in writing, or otherwise materially degrade the performance of the Applicable Software.

5. USAGE OF APPLICABLE SOFTWARE

5.1 Oberon's Responsibilities

During the Subscription Period Oberon shall provide the Applicable Software only in accordance with any in force regulations or statutes of any governing body with appropriate jurisdiction. For Hosted Software during the Subscription Period, Oberon shall: (i) offer Customer support for the Applicable Software per the levels described in the Service Level Agreement attached hereto as Exhibit A ("SLA"), and provide Customer the support that Customer purchased under the Quote, (ii) use commercially reasonable efforts to make the Applicable Software available as per the service levels set forth in the SLA, except for: (a) planned downtime as set forth in the SLA, or (b) any unavailability caused by Force Majeure events. For On-Premises Software, Oberon shall provide Customer the support that Customer purchased under the Quote, limited to product related issues.

5.2 Customer's Responsibilities

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 Applicable Software, and notify Oberon promptly of any such unauthorized access or use, (iv) use the Applicable Software only in accordance with the Associated Documentation and any in force regulations or statutes of any governing body with appropriate jurisdiction, and (v) for On-Premises Software, be responsible for the system management, performance of maintenance and assurance of uptime, and issue resolution other than Oberon product related issue.

Customer assumes full responsibility for any Customer Data or other content introduced into any of the Applicable Software by Customer. Except where access to the Applicable Software is due to Oberon's acts or omissions, Customer acknowledges and accepts full accountability for any materials, information, or data Customer or an Authorized User introduces into any of the Applicable 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 individual or organization who supplied it.

5.3 Usage Limitations

Applicable Software may be subject to other limitations, such as, limits on disk storage space, processing power of computer hardware, and available features based on the Quote. Any such

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limitations are specified in the applicable Quote. The Applicable Software may provide real-time information to enable Customer to monitor Customer's compliance with such limitations.

6. NON-OBERON SOFTWARE PROVIDERS

6.1 Acquisition of Non-Oberon Software Products and Services

Any acquisition by Customer of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between Customer and any third-party provider, is solely between Customer and the applicable third-party provider. Oberon does not warrant or support third-party products or services, whether they are designated by Oberon as "certified" or otherwise, except as specified in a Quote. OBERON ONLY WARRANTS PRODUCTS AND SERVICES DEVELOPED OR PERFORMED BY OBERON TO THE EXTENT DEFINED IN SECTION 11 OF THIS AGREEMENT, ALL OTHER WARRANTIES ARE EXPRESSLY NULL AND VOID.

6.2 Other Provider Applications and Customer Data

If Customer installs or enables Third-Party Applications for use with the Applicable Software, Customer acknowledge Oberon may allow providers of those Third-Party Applications to access Customer Data as required for the interoperation of such Third-Party Applications with the Applicable Software. Oberon shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any 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 hereunder. Except as otherwise specified herein or in a Quote, (i) fees are quoted and payable in United States dollars (ii) fees are based on the Applicable Software purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) if User-Based Subscriptions, the number of User-Based Subscriptions purchased cannot be decreased during the paid Subscription Period. Customer acknowledges that Oberon may provide to Customer special incentives to complete a Quote and purchase a paid subscription to the Applicable 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 the marketing, promotional activities or other terms as a material incentive to Oberon agreeing to provide Customer the paid subscription at the special discounted rates. 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 based on fulfillment of the marketing, promotional, or other conditions, even if it exceeds the Purchase Order amount, and Customer agrees to pay said amount.

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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 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) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. All charges for the Applicable Software shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Quote. Unless otherwise stated in the Quote, invoiced charges are due net sixty (60) days from the invoice date. SUBSCRIPTION RENEWALS WILL BE INVOICED SUCH THAT PAYMENT IS DUE AND RECEIVABLE BY OBERON PRIOR TO EXPIRATION OF THE CURRENT ACTIVE SUBSCRIPTION PERIOD. IN ACCORDANCE WITH SECTION 7.3, 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 and Quotes on payment terms shorter than those specified in Section 7.2 of this Agreement.

7.4 Suspension of Applicable Software Access and Acceleration

If any undisputed amounts owed by Customer under this Agreement is thirty (30) or more calendar days overdue, Oberon may, without limiting Oberon's other rights and remedies, cancel any extended payment plans or discounts awarded and 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, and suspend Customer's access to the Applicable 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

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withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Oberon has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Oberon with a valid tax exemption certificate authorized by the appropriate taxing authority.

8. PROPRIETARY RIGHTS

8.1 Reservation of Rights

Subject to the limited rights expressly granted hereunder, Oberon reserves all rights, title and interest in and to the Applicable Software, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

8.2 Restrictions of Proprietary Rights

Customer shall not, (i) make the Applicable Software available to anyone other than Authorized Users, (ii) sell, resell, rent or lease the Applicable Software, (iii) use the Applicable 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 Applicable Software to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Applicable Software or third-party data contained therein, (vi) attempt to gain unauthorized access to the Applicable Software or their related systems or networks, (vii) create derivative works based on the Applicable Software, (viii) copy, frame or mirror any part or content of the Applicable Software, (ix) reverse engineer the Applicable Software, or (x) access the Applicable Software in order to build a competitive product or service, (xi) copy any features, functions or graphics of the Applicable Software in the creation of other software, or (xii) Abuse the Applicable Software. If an 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 own all rights, title and interest in and to all of Customer Data. For the purposes of providing the Applicable 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 Applicable Software to Customer.

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 Applicable Software any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Applicable Software.

8.5 Federal Government End Use Provisions

Oberon provides the Applicable 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 Applicable Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and 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 agreement.

8.6 Performance and Use Data Collection

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 understanding 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 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 Section 1 and in compliance with General Data Protection Regulations ("GDPR"). Oberon does not market Customer Data nor User PII.

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.

9. PROFESSIONAL SERVICES

9.1 Professional Services

Oberon agrees to perform the Professional Services set forth on the Quote or a mutually agreed statement of work ("SOW") in a good and workmanlike manner consistent with applicable industry standards.

9.2 Customer Responsibilities

In connection with Professional Services, Customer will: (i) provide qualified personnel who are capable of performing Customer's duties and tasks reasonably requested by Oberon; (ii) provide Oberon with access to Customer's sites, systems and facilities as reasonably required by Oberon to perform the Professional Services; and (iii) make available to Oberon any data, information and any other materials required by Oberon to perform the Professional Services (collectively, "Customer Materials"). Customer will be responsible for ensuring that Customer Materials are accurate and complete.

9.3 Ownership

Subject to Customer's rights in Customer Materials, Oberon will own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Oberon in connection with performing the Professional Services (collectively "Oberon Materials"), including all intellectual property rights therein. Customer will have no rights in Oberon Materials except as expressly agreed to in writing by the Parties. Nothing in these terms will be deemed to restrict or limit Oberon's right to perform similar services for any other Party or to assign any employees or subcontractors to perform similar services for any other Party, provided that Oberon complies with Oberon's confidentiality obligations hereunder. Oberon shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Oberon, any suggestions, enhancement requests, recommendations or other feedback provided by Customer and any of Customer's Users, relating to any product or service owned or provided by Oberon.

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 Applicable Software; and Confidential Information of each

Party includes the terms and conditions of this Agreement 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.

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 to 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, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, directors, officers, employees, 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 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.

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 Applicable 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 Customer introduces into any Titania® software products, complies with all applicable laws and regulations related to data protection and privacy. Customer agrees to indemnify and hold Service Provider 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 an Exhibit B 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 Applicable Software, when accessed and used by Customer and its Authorized Users in accordance with this Agreement, will conform to the Associated Documentation. Oberon warrants that no Malicious Code that could disable or compromise the security of Customer's systems will be introduced into the Applicable Software by Oberon. Oberon warrants that the Applicable Software is currently free from any known virus, trojan horse, worm, trapdoor, Malicious Code, or similar software and that Oberon will continue to use 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 APPLICABLE 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 APPLICABLE 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 APPLICABLE SOFTWARE, INCLUDING THE ADEQUACY OF INDEPENDENT TESTING OF RELIABILITY AND ACCURACY OF ANY ITEM DESIGNED USING THE APPLICABLE SOFTWARE. OBERON DOES NOT GUARANTEE THAT THE USE OF THE APPLICABLE SOFTWARE WILL NOT BE INTERRUPTED OR ERROR FREE OR THAT THE APPLICABLE SOFTWARE IS COMPLIANT WITH ANY SPECIFIC DATA PROTECTION LAWS OR PRIVACY LAWS APPLICABLE TO CUSTOMER. OBERON DOES NOT WARRANT OR SUPPORT THIRD-PARTY PRODUCTS OR SERVICES, WHETHER THEY ARE DESIGNATED BY OBERON AS "CERTIFIED" OR OTHERWISE, EXCEPT AS SPECIFIED IN A QUOTE.

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 Applicable Software infringes any third-party intellectual property right and, at its option, will settle any such action or will pay any final judgment awarded against Customer, provided that: (a) Oberon shall be notified promptly in writing by Customer of any notice of any such claim; (b) Oberon shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and shall bear the costs of the same (save where one or more of the exclusions in Section 12.3 of this Agreement); and (c) Customer shall cooperate fully at Oberon's expense with Oberon 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 hereof 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 Applicable Software; (b) modify the Applicable 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 the subscription fees paid by Customer for such Applicable Software or Oberon's list price for such Applicable Software at the time of the order therefor, in each case 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 of this Agreement hereof or otherwise to the extent that any infringement or claim thereof is based upon: (a) use of the Applicable Software in combination with equipment or software not supplied hereunder where the Applicable Software itself would not be infringing; (b) use of the Applicable Software in an application or environment for which it was not designed or not contemplated under this Agreement, including any Associated Documentation; (c) use of other than a current release of the Applicable Software provided to Customer; (d) modification of the Applicable Software by anyone other than Oberon or its employees or 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 Applicable Software in a manner expressly prohibited 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 Oberon (a) promptly give Customer written notice of the claim; (b) give Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim unless the settlement unconditionally release Oberon of all liability); and (c) provide 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 hereof state the entire liability of Oberon, its subsidiaries and affiliates, and each of their respective directors, officers, employees or agents, with respect to the Applicable Software, including (without limitation) any liability for breach of warranty, or for infringement or alleged infringement of patent, copyrights, trademarks, trade secrets and other intellectual or proprietary rights by the Services, or their use.

13.2 Limitation of Liability

EXCEPT FOR EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IDENTIFIED IN SECTION 10 AND THE INDEMNIFICATION OBLIGATIONS IDENTIFIED IN SECTION 12 OF THIS AGREEMENT , THE MAXIMUM LIABILITY OF CUSTOMER AND OBERON AND ITS LICENSORS ARISING OUT OF, OR RELATING TO, THE CREATION, LICENSE, FUNCTIONING, USE OR SUPPLY OF THE APPLICABLE SOFTWARE OR THE PROVISION OF APPLICABLE SOFTWARE OR OTHERWISE RELATING TO THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS RECEIVED BY OBERON FROM CUSTOMER DURING TWELVE (12) MONTHS

IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR APPLICABLE SOFTWARE GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT. IN NO EVENT SHALL CUSTOMER AND OBERON, ITS LICENSORS, ITS AFFILIATES (INCLUDING ITS SUBSIDIARY COMPANIES), OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR: (A) ANY LOSS OF PROFIT, LOSS OF USE DAMAGES, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF SALES, LOSS OF REPUTATION OR LOSS OF ANTICIPATED SAVINGS; (B) ANY LOSS OR INACCURACY 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 HOWSOEVER 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, and/or its subsidiaries and affiliates, and/or any of their respective directors, officers, employees or agents for any reason whatsoever more than one year after the cause of action arises. Customer recognizes that fees paid by Customer for the Applicable Software are based in part on the disclaimer of warranty and limitation of liability provisions set forth herein and that, in the absence of Customer's agreement to such terms, the charges for the Applicable Software would be significantly higher.

14. TERM AND TERMINATION

14.1 Term of Agreement

This Agreement commences on the earliest date Customer starts accessing or using the Applicable Software and continues through the end of the Subscription Period as defined in the Quote.

14.2 Subscription Term

Customer subscription commences on the start date specified in the applicable Quote and continues for the Subscription Period identified in such Quote, provided that if no period is identified in the Quote, then the Subscription Period shall be for a period of twelve (12) months from the commencement date. Except as otherwise specified in the applicable Quote, the Subscription Period shall automatically renew for successive periods of one year each, unless either Party gives the other notice of non-renewal 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 that during 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 Applicable Software shall not exceed an amount equal to 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 will terminate at the expiration of ninety (90) days following written notice of termination given by one Party to the other. Termination of this Agreement will not operate to

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terminate any Quote and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Quote in effect at the time of termination of this Agreement and until such time as the applicable Quote 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 before the end of the then-current Subscription Period. Oberon may terminate the Quote if Customer materially breach the terms of this Agreement or a Quote, 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 will not terminate any other Quote 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, or a Quote, Oberon will make available to Customer for download a 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 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 4, 7, 8, 10, 11, 12, 13, 14.4, 14.5, and 15 will 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 without reference to 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 disputes arising under, out of, or in any way connected with this Agreement shall be litigated exclusively in the state or federal courts situated in the County of Washtenaw in the State of Michigan, and in no other court or jurisdiction. Notwithstanding the foregoing or anything to the contrary, Oberon shall have the right to bring a claim in any court of competent jurisdiction to enforce any intellectual property rights and/or protect any confidential information. Customer stipulates that the state and federal courts situated in the State of Michigan shall have personal jurisdiction over its person, and

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Customer hereby irrevocably (i) submits to the personal jurisdiction of said courts and (ii) consents to the service of process, pleadings, and notices in connection with any and all 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 its right to trial by jury in connection with 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 given by fax, upon receipt thereof by the recipient's fax machine or as stated in the sender's transmission confirmation report as produced electronically by sender's fax machine.

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 Applicable Software and technical data related thereto and that neither Customer nor any of Customer's directors, officers or affiliates is listed on any U.S. Department of Commerce listing 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 Applicable Software, or technical data related thereto, without first complying with all applicable export control regulations of any jurisdiction to which Customer or the Applicable 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 in force 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 and such provisions determined to be invalid shall be deemed severed from this Agreement and, to the extent possible, be replaced with terms which as closely as possible approximate the interest and economic intent of such invalid provisions.

15.6 Entire Agreement

This Agreement is the complete and exclusive statement of the contract 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 or otherwise expressly acknowledged by Oberon and Customer.

15.7 Third Party Beneficiaries

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

15.8 Open-Source Components

Certain Oberon products may contain open-source software components. If any open-source software is included in the licensed products or software subscription, such open-source software is identified in the notices which accompany the licensed products or software subscription or can be made available from Oberon. The warranty and support services provided under this Agreement apply to such open-source software and are provided by Oberon alone and not by the original licensor. The original licensor of the open-source software provides it on an "as is" basis and without any liability whatsoever to Customer. Nothing in Customer's agreement with Oberon restricts Customer's right to copy, modify, and distribute such open-source software. Oberon's Support Services obligations, if any, shall only apply to the unmodified open-source software components. 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 open-source components in Oberon products.

15.9 Marketing/Sales Presentations

Customer agrees that while this Agreement is in effect, Oberon shall be authorized to identify Customer as a customer/end user of Oberon's Titania® Software (as applicable) in other sales

opportunities for purposes of customer references for a sale; however, Oberon cannot identify Customer as a customer/end user of Oberon's Titania® Software (as applicable) in other public relations or marketing material without the written consent of Customer.

15.10 <u>Force Majeure</u>.

Neither Party will be responsible for any delay or failure to perform under the Agreement due to any events or circumstances that are outside the impacted Party's control or that the Parties could not have reasonably anticipated (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 against the effects of such conditions.

EXHIBIT A

OBERON PRODUCTS SUPPORT AND SERVICE LEVEL AGREEMENT PACKAGES

A-1.   Oberon Product Support

Oberon Technologies is committed to providing support to our direct Customers and the owners of Oberon product licenses. Oberon will use its commercially reasonable efforts to make the software and system available to Customer 24 hours per day 7 days per week throughout the Customer's paid Subscription, except Standard Maintenance and Scheduled Downtime (as hereinafter defined). Oberon will provide a 24X7 monitored e-mail address (support@oberontech.com) to inform Oberon personnel should the software malfunction or the site go down outside of Oberon's Standard Maintenance and Scheduled Downtime. Upon notification by Customer, Oberon will use its best efforts to resolve all problems in a timely manner.

For Oberon Technologies' Customers, it is important that an internal Tier 1 level support contact or help desk is configured and available to your customers accessing and using portals and content served through Oberon products. Oberon Product Support only provides support to the Oberon product license holder, not the customers of the license holder. Any help desk for users of the portals must be provided by the Customer. As issues are logged, a specified resource within the Customer organization can then log an issue with Oberon Product Support through the support channels identified within this document. The processing time begins when the Oberon Support Team acknowledges receipt of the support request based on the Support Package purchased by the Customer. System outages and wide-spread accessibility issues 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.

A-2.   Support Packages

Support Packages address issues other than system outages and global access issues, such as but not limited to, end user issues, product feature malfunctions, and isolated access issues. Oberon Technologies provides the following three support package for the Oberon Products:

Oberon Support Packages

Feature	Standard	Extended	All Hours
Oberon Support Portal (Issue logging is available 24X7)	✓	✓	✓
Email Issue Tracking	✓	✓	✓
Ticket Tracking	✓	✓	✓
Phone Support		✓	✓

Extended Service Hours		✓	✓
Holiday Support			✓

A-2.1. Support Hours

When an issue is submitted to the Oberon Support Portal or via phone, other than system outages or global accessibility issues which will be addressed immediately, the ticket will be triaged and submitted for corrective action during the available hours of the Support Package purchased.

- **Standard Support** hours will be Business Days, exclusive of Holidays and weekends (Monday through Friday) 9:00 a. m. through 5:00 p.m. EST/EDT.
  - Non-standard hours will be all hours other than standard business days, noted above.
- **Extended Support** hours will be Business Days, exclusive of Holidays and weekends (Monday through Friday) 9:00 a.m. through 9:00 p.m. EST/EDT
- **All Hours Support** is 24 hours a day 7 days per week, inclusive of Holidays.

A-2.2. 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)

Only those Customer's purchasing All Hours Support Packages receive Support Services on Holidays.

A-2.3. Support Channels

Customers may submit a ticket to Oberon's Product Support team via their Oberon Support Portal or email 24X7. Other than system outages or global access issues, the ticket will be triaged and submitted for corrective action based on the Support Package purchased.

Channel	Information
Email	request.titania@titaniasoftware.com
Oberon Support Portal	Customer Specific Web Portal
Phone	(734)-786-8225

A-2.4. Customer Support Portal

The Customer (defined as the purchaser of the software) has access to an online support portal that enables Customers to log issues directly to Oberon's Product Support. The tickets are then received and triaged by Oberon Product Support based on severity, Support Package and SLA Package.
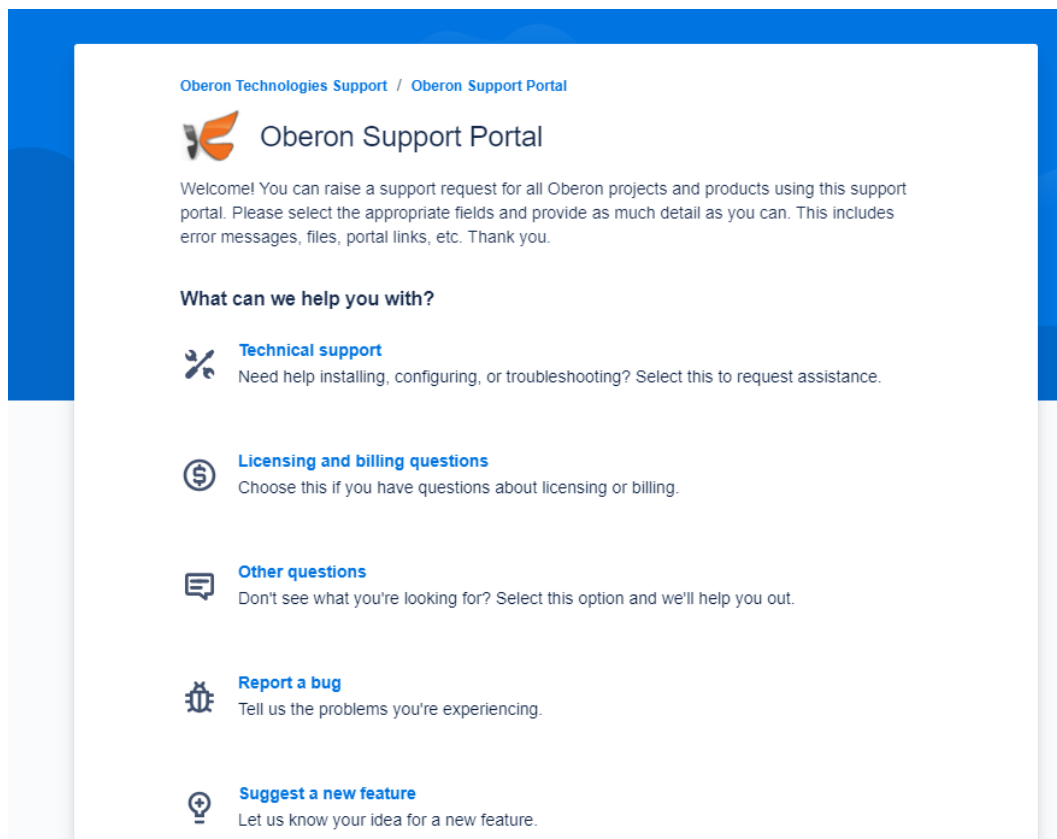
A-2.5. Email Issue Tracking

A general email address exists to allow Customers to contact support with issues. The correspondence around issue resolution is then logged into the ticket tracking system and tracked according to the SLA definition.

A-2.6. Ticket Tracking

The Customer has access to the Oberon Support Portal 24X7. They also have a pool of up to 3 accounts that provide them access to their list of issues, reports, and statistical information.

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A-2.7.   Phone Support

Support will be available to Customers purchasing the All Hours Support Package through a dedicated support number. This number will be routed to a hunt group and will be answered during business hours. During extended hours, the phone will route to a voicemail and will notify the Support Technician on duty through email of the received message.

A-3.   Service Level Agreement (SLA) Packages (Only Applicable to Hosted Software)

Oberon will use commercially reasonable efforts to diagnose a technical issue and provide a remedy by eliminating the issue, providing software updates, demonstrating how to avoid the issue and best practices, or informing the end user that the issue requires more time to resolve. Despite Oberon's exercise of reasonable efforts, we may not be able to resolve some problems, so a resolution time is not guaranteed. If the support request cannot be resolved within a commercially reasonable timeframe, the support request may be escalated within the organization to achieve an agreed upon resolution or accommodation.

Oberon will use commercially reasonable efforts to provide an Issue Correction (as hereinafter defined) designed to solve or bypass a reported Issue (as hereinafter defined) within the Resolution Targets (as hereinafter defined). Oberon will endeavor to respond to Customer within the Response Times (as hereinafter defined). The Parties shall jointly determine the severity level of Issues using the following protocols:

A-3.1.   Issue Identification and Definition

An issue is defined as a failure of the software and 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 system. Errors are classed by Critical, Severe, Moderate and General Issues, as follows:

Error Classification	Definition
Critical Issues – P0	• Software and/or system is severely impacted or completely down, or • System operations of mission-critical software and/or system is down, or • Software and/or system cannot be accessed by any Permitted Users
Severe Issues – P1	• Software and/or system functioning with limited use and a majority of users affected, or • Software and/or system unstable with periodic interruptions and a majority of users affected, or • Mission-critical software and/or system is not affected, but system interruptions occur and a majority of users affected, or

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	• Time -sensitive question impacting performance or deliverables
Moderate Issues – P2	• Software and/or system functioning with limited use but limited a limited number of users affected, or • Software and/or system unstable with periodic interruptions use but limited a limited number of users affected, or • Mission-critical software and/or system is not affected, but system interruptions occur for a limited number users
General Issues – P3	• General information, or • Need clarification of procedures or information in documentation, or • Product enhancement request

A-3.2. <u>Response Times & Resolution Targets</u>

Term	Definition
Response Times	Response Time means the period by which Oberon Technologies must initially respond to any reported issues. The periods (for each of the Issues Levels) are set forth below and are measured from the earliest of the time at which the Customer gives notice to Oberon Technologies using the Customer Support Channels identified earlier in this document.
Resolution Targets	Resolution Targets means times by which Oberon Product Support will endeavor, using all commercially reasonable efforts, to resolve problems using an Issue Correction, Temporary Resolution, or Maintenance Release. Customer's designated technical contact must be available to work with Oberon Support while Oberon works to resolve the support request.
Issue Correction	Issue correction means modification to a product performed after implementation to remedy a discovered issue.
Temporary Resolution	Temporary Resolution means steps or changes provided to work around a known issue for a short-term solution. Temporary Resolutions will be designed to have a fully stabilizing effect, but will eventually require an Issue Correction or Maintenance Release.
Maintenance Release	Maintenance Release means of an entire software package addressing issues.

All P0 Critical Issues will receive immediate and thorough attention, until such time as system stability is restored. However, this may involve but not be limited to, cycling processes, isolating offending features or content, or rolling back the system to a more stable version. Once stability is achieved IT will update the ticket, based on the corrective action taken and the Support and SLA Packages will govern the full resolution of the issue.

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

Gold SLA Package	Response Times (within coverage period)	Resolution Targets (times shall commence upon the confirmation of the initial response. Also, within coverage period.)
Severe Issues	2 hours	2 days
Moderate Issues	8 hours	4 days
General Issues	3 business days	TBD on case-by-case basis

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

A-4. Package Fees

Support Packages	
Standard	Included $0
Extended	Additional costs $
24 x 7	Additional costs $$

Service Level Agreement (SLA) Packages (Response and resolution times are determined by support packages)	
Silver	Included $0
Gold	Additional costs $
Platinum	Additional costs $$

**For additional pricing details, please contact your Oberon Technologies Sales Representative.

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A-5. Service Standards and Performance Expectations

A-5.1. <u>Availability</u>: Oberon will provide Customer web site access to its Products and/or Services, FTP Hosting, Database Hosting, and Online Reporting at an uptime rate of 99.5% availability, excluding Standard Maintenance (as hereinafter defined) windows and Scheduled Downtime (as hereinafter defined) as agreed to by Customer.

If Oberon should fall below system up-time of 99.5%, as calculated monthly, excluding causes due to Force Majeure, such as a war, strike, riot, crime, terrorism or acts of God, a credit will be issued to Customer in the month following the shortfall. The credit amount will be calculated using one twelfth of the annual contract amount for hosting/subscription fees as the basis. Credit percentages will be taken from this amount.

Monthly Up-Time %	Credit
% 99.4% - 99.0%	5%
98.9% - 98.0%	10%
97.9%- 95%	20%
95% - 92%	50%
Less than 92%	75%

A-5.2. <u>Standard Maintenance</u>: Oberon will reserve the hours of 2:00 a.m. through 6:00 a. m. EST/EDT on Sundays, Tuesdays and Fridays of each week for Standard Maintenance. This time will also be used to apply Security patches as needed.

A-5.3. <u>Scheduled Downtime</u>: Oberon shall provide Customer at least one week's notice in advance of any additional downtime outside of the standard maintenance windows. Oberon will make every effort to plan scheduled downtime outside of normal business hours and minimize the duration to the extent possible.

A-5.4. <u>Customer Notification</u>: Oberon will inform identified Customer administrators of when Oberon's Products and/or Services will be unavailable. Customers attempting to access Oberon's Products and/or Services during Standard Maintenance or Scheduled Downtime will be notified that Product maintenance is being conducted. Oberon will provide Customer administrators with an approximate time when Products and/or Services will be available. Oberon will make reasonable efforts to provide notification once Oberon is aware of any unplanned downtime.

A-5.5. <u>Bandwidth</u>: the portion of the network under control by Oberon or its subcontractors shall provide a minimum bandwidth of l Mbps, with dynamic burst support up to 10 Mbps.

A-5.6. <u>Power Failure</u>: the portion of the network under control by Oberon or its subcontractors shall be equipped with power redundancy capable of withstanding typical power outages.

A-5.7.   <u>System Back-up</u>: Oberon's network systems shall be backed up incrementally on a daily basis. Oberon will also maintain weekly full backups and off-site storage for one month prior. Backup data can be made available to Customers for longer term storage. Cost may be incurred.

A-5.8.   <u>Business Continuity/Disaster Recovery Plans</u>: Oberon shall have written BC/DR plans in place.

A-5.9.   <u>Regional Failover:</u> Deploying Titania® Delivery in a Regional Failover configuration will result in higher page loading latency when failover is active, based on the geographical separation of the servers. The following scenarios can lead to this state:

- Failover Web Server active, but Primary or Secondary Database active
- Primary or Secondary Web Server active, but Failover Database active
- Failover Content Engine active, but Primary or Secondary Database active
- Primary Content Engine active, but Failover Database active

If full primary or secondary solution is offline, the only latency will be in the geographical separation of the client system and the location of the failover solution. Any service entering a failure state will notify the solution services and will be resolved as quickly as possible.

EXHIBIT B
USAGE OF CUSTOMER DATA IN TEST ENVIRONMENTS

B-1.   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 our service.

B-2.   Usage of Customer Data in Test Environments:
B-2.1.   Authorization:

Customer data may be used in test environments strictly for the purposes of diagnosing issues, improving system performance, and ensuring the quality of our services.

B-2.2.   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.

B-2.3.   Anonymization:

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

B-3.   Data Retention and Deletion:
B-3.1.   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.

B-3.2.   Customer Termination:

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

B-3.3.   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.

B-4.   Compliance and Audit:
B-4.1.   Compliance:

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

B-4.2.   Audit:

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