

END USER SOFTWARE LICENSE SUBSCRIPTION AGREEMENT (EUSLSA)

Applicable to Conduktiv Technologies Software Products:

DymaxIO Software

Undelete Software

THIS END USER SOFTWARE LICENSE SUBSCRIPTION AGREEMENT (the "Agreement") is made between GQRC TECHNOLOGIES LLC (doing business as CONDUSIV TECHNOLOGIES, a California LLC, ("Conduktiv")) with offices at 1230 Madera Rd Suite 5-195, Simi Valley, California 93065, and the Customer ("Customer" – the entity on the applicable Invoice for this Agreement - see definition below regarding the "Invoice") The Agreement is entered into by the Customer who electronically or otherwise signs off on the Invoice applicable to that entity, on the effective date as agreed upon by Conduktiv and Customer.

The following will be specifically unique to each customer with their invoice that will include specifics including:

License No: Issued To: Product: Quantity of Licenses (Subscription): Site License: (Applicable to those who subscribe to a Site License per the additional terms of the Site License Invoice and the Site License Agreement.)

GRANT OF LICENSE – DymaxIO Software - or - Undelete Software:

This Software License Agreement ("License") you (either an individual or an entity), or; as applicable, you (an ordering activity authorized to place orders under GSA Schedule 70 contracts as defined in GSA Order ADM 4800.2G as may be amended from time to time) are granted a limited non-exclusive license to install and use one copy of Conduktiv Technologies' *DymaxIO* or *Undelete* for WINDOWS and associated user documentation ("Software") on one computer running Microsoft® WINDOWS. With respect to the use of *DymaxIO* or *Undelete* on a network, Licenses must be obtained for each computer, including the server. If you have multiple Licenses for the Software, then at any time you may have as many copies of the Software in use as you have Licenses. (Licenses can include all versions of *DymaxIO* or *Undelete* editions). The Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM or other storage device) of that computer, except that a copy stored on a network server for the sole purpose of distribution to other computers is not "in use."

(When installed as Trialware – This Trialware Software License Agreement permits you to install unlimited copies of Conduktiv Technologies' DYMATIO or Undelete for WINDOWS and Conduktiv Technologies' associated user documentation [collectively the "Software"] for up to a 30 day test of the software on desktops, laptops, servers or Virtual Machines on any supported version of WINDOWS).

IMPORTANT- READ CAREFULLY BEFORE INSTALLING SOFTWARE.

The following agreement ("Agreement") for one licensed copy is between you and Conduktiv Technologies ("Conduktiv"). By opening the sealed software packet(s) and using the above-referenced software, together with the associated user documentation (collectively the "Software"), you (either as an individual or an entity) are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use the Software, and promptly return all physical materials, if any, to the place you obtained them for a full refund. Accepting this license is a statement that the end user is Opting in to the ability of the software to send product related data to Conduktiv.

1. PURPOSE AND SCOPE

1.1 Agreement. This Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the licensing of software and/or the provision of services. Additional product or service-specific terms and conditions may be set forth in one or more Schedules (as further defined in Section 1.2 herein).

All references to the “**Agreement**” wherever found shall include this Agreement, and all Schedules, and attachments, if any, incorporated in the Schedules.

1.2 Incorporation of Schedules. This Agreement shall fully incorporate by reference the terms and conditions found in each of the following Schedules listed below, as may be identified on the Invoice.

Schedule A - Customer Support Schedule

The parties may execute, from time to time, additional Schedules under the terms of this Agreement.

1.3. Incorporation of Invoice.

“**Invoice**” means the document(s), regardless of its actual name, executed by the parties which incorporates by reference the terms of this Agreement and applicable Schedules, and describes Customer's order-specific information, such as description of Software or Services ordered, license scope, use and restrictions, fees, and/or milestones, if any.

At any time after execution of the initial Invoice, Customer may purchase additional Software licenses or Services or otherwise expand the scope of such license or Services granted under an Invoice, upon Conduvis's receipt and acceptance of a new Invoice specifying the foregoing.

2. DEFINITIONS

“**Certified Operating Environment**” or “**COE**” means hardware, operating system, middleware, database products and other software on which Conduvis indicates the Software will operate.

“**Customer**” means the entity that has entered into this Agreement with Conduvis.

“**Confidential Information**” is defined in Section 4.

“**Documentation**” means the user instructions, release notes, manuals and on-line help files in the form generally made available by Conduvis, regarding the use of the applicable Software.

“**Error**” means a material failure of the Software to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Conduvis.

“**Force Majeure Events**”: is defined in Section 9.1.

“**Intellectual Property**” means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various

concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Conduvis has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

“**License Metrics**” means the limitation on the usage of each of the Software and Customer Support services as designated and/or defined in the applicable Invoice by a term such as site location, servers, hosts and the like.

“**Invoice**” is defined in Section 1.3.

“**Services**” means Customer Support.

“**Software**” means each Conduvis-developed and/or Conduvis-owned software product identified in the Invoice, in machine readable object code (not source code), the Documentation for such product, and any Updates and Upgrades (if purchased by Customer) thereto.

“**Customer Support**” means the support services for the Software and provision of Updates thereto for the level of services ordered, all of which are provided under Conduvis's Customer Support Policies (as may be amended by Conduvis from time to time) in effect at the time the Customer Support Services are provided. A current version of such Customer Support Policies can be supplied if requested by Customer.

“**Updates**” means a new version of the Software, if and when developed after the effective date of the Invoice, which Conduvis makes generally available to its customers as part of the Customer Support. Updates include bug fixes, patches, Error corrections, non-new platform changes, or minor modifications or revisions to the Software that enhance existing performance. Updates also include new minor functionality enhancements or improvements for the product Customer currently licenses. Updates may be designated by an incremental increase in the release number which may be to the left or right of the decimal point. A Software Update does not provide a full software package installation. Updates exclude new products or major optional upgrades/functionality for which Conduvis generally charges a separate fee.

“**Upgrades**” means a newer version of the Software that includes significant increases in functionality compared to Customer's current implementation, and for which Conduvis charges its customers an additional fee. An Upgrade may be a new Software release that may contain (i) new applications (ii) major functionality enhancements or improvements and/or (iii) a new platform.

3. FINANCIAL TERMS

3.1 Fees and Payment Terms. Fees are specified in the applicable Invoice. Fees are exclusive of, and Customer is responsible for, shipping costs, if any.

Payment of all fees is due 30 days after the invoice date, unless otherwise agreed in the Invoice. Interest accrues on past due balances at the lesser of a 1½% per month or the highest rate allowed by law.

If Customer fails to make payments of any fees due under the Agreement, Customer shall be in material breach of this Agreement. Furthermore, if Customer fails to pay the license fee attributable to the Software, ConduSiv shall have the right to access and terminate Customer's use of the Software via the deactivation of applicable license keys or otherwise. ConduSiv will be entitled to suspend its performance upon non-payment, and to require full payment before any additional performance is rendered by ConduSiv. Notwithstanding any of ConduSiv's rights enumerated in Sections 3.1 or 9 of this Agreement, if Customer fails to timely pay applicable fees under an Invoice, ConduSiv shall be entitled to collect all past and current amounts due and owing. Customer shall be responsible to pay any collection expenses (including attorney's fees) incurred by ConduSiv.

3.2 Taxes. Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on ConduSiv's net income, arising out of the Agreement. If Customer is tax-exempt, Customer agrees to send ConduSiv a copy of its tax-exempt certificate prior to execution of a Schedule or to pay any sales tax billed to Customer per State law. Customer agrees to indemnify ConduSiv from any liability or expense incurred by ConduSiv as a result of Customer's failure or delay in paying taxes due.

3.3 T&E Expenses. Unless otherwise noted within the Invoice, ConduSiv's reasonable travel and lodging expenses incurred by ConduSiv in the performance of Services on Customer's site will be billed separately at actual cost.

4. CONFIDENTIALITY

4.1 Defined. By virtue of the Agreement, the parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("**Confidential Information**"). Confidential Information of ConduSiv and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, including without limitation all Invoices, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or Services, product roadmap, data and other information of ConduSiv and its licensors relating to or embodied in the Software or Documentation. ConduSiv's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of ConduSiv.

4.2 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.3 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

4.4 Compelled Disclosure. In the event that the receiving party is requested or required by legal or regulatory authority to disclose any Confidential Information, the receiving party shall promptly notify the disclosing party of such request or requirement prior to disclosure, if permitted by law, so that the disclosing party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, the receiving party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. The receiving party will provide reasonable cooperation to the disclosing party and its legal counsel with respect to performance of the covenants undertaken pursuant to this Section 4.4.

5. LIMITED RIGHTS AND OWNERSHIP

"**Protected Materials**" as used herein means Software, Services, or ConduSiv's or its licensors' Intellectual Property or Confidential Information.

5.1 Reservation of Rights. All rights not expressly granted in the Agreement are reserved by ConduSiv and its licensors. Customer acknowledges that: (i) all Software is licensed and not sold; (ii) Customer acquires only the right to use the Protected Materials and ConduSiv and its licensors shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including (whether developed by ConduSiv, Customer or a third party) (a) Intellectual Property embodied or associated with Protected Materials, (b) deliverables and work product associated with Protected Materials, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of ConduSiv and its licensors. Customer agrees to secure and protect the Protected Materials consistent with the maintenance of ConduSiv's and its licensors' rights therein, as set forth in this Agreement. Customer agrees to execute such further instruments and take such further actions as ConduSiv may reasonably request, at ConduSiv's expense, to apply for, register, perfect, confirm, and protect ConduSiv's rights. Customer shall reimburse ConduSiv for any and all expenses that ConduSiv may incur (including interest, attorneys' fees and other legal expenses) in connection with ConduSiv's efforts to enforce its rights against Customer with respect to the Protected Materials, or any of ConduSiv's Intellectual Property rights in the event ConduSiv prevails in such enforcement efforts.

5.2 License Grant and Restrictions. ConduSiv hereby grants Customer a non-exclusive right and license to install and use the Software for Customer's internal business use, subject to the License Metrics. The Software is "in use" on a computer when it is loaded

into the temporary memory (e.g., RAM) or installed into the permanent memory (e.g., hard disk, solid state drive or other storage device) of that computer, except that a copy stored on a network server for the sole purpose of distribution to other computers is not “in use.” Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and individual contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of the Agreement; (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a ‘service bureau’ basis; (vii) disclose or publish, without ConduSiv's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein

5.3 License Grant by Customer. Customer grants to ConduSiv a non-exclusive, royalty free license, to use equipment, software, or other material of Customer solely for the purpose of performing ConduSiv's obligations under the Agreement. Without limitation to the above, Customer acknowledges that ConduSiv may install certain tools on Customer's systems to determine the appropriate License Metrics for the Software, as such License Metrics would be incorporated into the applicable Invoice.

5.4 Enforcement. Customer shall (i) ensure that all users of all Protected Materials comply with the terms and conditions of the Agreement, (ii) promptly notify ConduSiv of any actual or suspected violation thereof and (iii) cooperate with ConduSiv with respect to investigation and enforcement of the Agreement.

6. INFRINGEMENT INDEMNIFICATION

ConduSiv will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the Software infringes a third party's USA patent, copyright, or trademark (“**Claim**”). ConduSiv will indemnify Customer against all damages and costs finally awarded in such action, which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to ConduSiv; (ii) gives ConduSiv sole control of the defense and settlement of the Claim; (iii) provides ConduSiv, at ConduSiv's expense, with all available information and assistance relating to the Claim and cooperates with ConduSiv and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with ConduSiv.

ConduSiv has no obligation to the extent any Claim results from: (i) Customer having modified the Software or used a release other than a current unaltered release of the Software, if such an infringement would have been avoided by the use of a current unaltered release of

the Software, or (ii) the combination, operation or use of the Software with software or data not provided by ConduSiv.

If it is adjudicated that an infringement of the Software by itself and used in accordance with the Agreement infringes any USA patent, registered copyright, or registered trademark, ConduSiv shall, at its option: (i) procure for Customer the right to continue using the Software or Service; or (ii) replace or modify the same so it becomes non-infringing. THIS SECTION STATES CONDUSIV'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

7.1 WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY.

7.1 WARRANTIES. ConduSiv warrants that (i) it has the right and authority to enter into and to grant the rights described in this Agreement and (ii) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (iii) the Software will perform substantially in accordance with the Documentation for a period of ninety (90) days following the date of installation ConduSiv's (and its suppliers') entire liability and your exclusive remedy for the preceding warranty in Section 7.1(iii) shall be, at ConduSiv's option, either (a) to correct such Error, (b) provide Customer with a plan reasonably acceptable to Customer for correcting the Error, or (c) if neither (a) nor (b) can be accomplished with reasonable commercial efforts from ConduSiv, then ConduSiv or Customer can terminate the affected Software licenses.

ConduSiv is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the Software by anyone other than ConduSiv; (ii) the combination, operation or use of the Software with any items that are not part of the COE; (iii) Customer's failure to use any new or corrected versions of the Software made available by ConduSiv; (iv) ConduSiv's adherence to Customer's specifications or instructions; or (v) Customer deviating from the Software operating procedures described in the Documentation.

7.2 DISCLAIMERS. CONDUSIV, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE OR SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY CONDUSIV, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

7.3 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, CONDUSIV'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE

AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.

IN NO EVENT WILL CONDUSIV BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT CONDUSIV HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 LIMITATION OF CLAIMS. NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. THIS SECTION 8 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

8. TERM AND TERMINATION

8.1 Term. The term of this Agreement shall commence on the Effective Date set forth in the applicable Invoice and shall continue in full force and effect until the expiration or termination of all then current Invoices, unless otherwise terminated earlier as provided hereunder.

8.2 Termination. Either party may terminate the Agreement including all Schedules immediately upon written notice:

(i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach except for breach of Section 3.1 (Fees and Payment Terms) which shall have a ten (10) day cure period; or

(ii) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

Where a party has a right to terminate the Agreement, the non-breaching party may at its discretion either terminate the Agreement or the applicable Schedule and associated Invoice(s). Schedules that are not terminated shall continue in full force and effect under the terms of this Agreement.

Following termination of the Agreement or a Schedule (for whatever reason), Customer's license to the Software terminates, and Customer shall promptly certify that it has returned or destroyed all copies of the

applicable Software and Confidential Information and acknowledges that its rights to use the same are relinquished. Termination of this Agreement for any reason shall not excuse Customer's obligation to pay in full any and all amounts due, nor shall termination by ConduSiv result in a refund of fees paid.

9. GENERAL PROVISIONS

9.1 Force Majeure. Neither party shall have the right to terminate the Agreement or a Schedule and neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this Section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions ("Force Majeure Events"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

9.2 Assignment. Either party may assign the Agreement and all of its rights and obligations herein, upon notice to the other party, to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity; provided that in the case of Customer, any assignment to a parent, affiliate or successor shall serve to limit the number of licenses, and the License Metrics, to the Software used by Customer as of the date of the assignment, and any additional licenses or other License Metrics must be obtained from ConduSiv. Neither party may otherwise assign or transfer the Agreement without the prior written consent of the other party.

9.3 Non-solicitation. During the term of this Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public or social network marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

9.4 Compliance. During the term of this Agreement and for a period of one year following its termination, Customer shall maintain and make available to ConduSiv records sufficient to permit ConduSiv or an independent auditor retained by ConduSiv to verify, upon ten days' written notice, Customer's full compliance with the terms and requirements of the Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Customer with the Agreement, Customer shall reimburse ConduSiv for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by ConduSiv, and Customer shall promptly cure any such noncompliance, including without limitation through the payment of any and all fees owed to ConduSiv during the period of noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of ConduSiv's termination rights. Customer acknowledges that the Software may include a license manager component to track usage of the Software

(or that Conduvis may otherwise require Customer to use a separate license manager in the context of any such verification), and Customer agrees not to impede, disable or otherwise undermine such license manager's operation.

9.5 Notices. Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the applicable Invoice or to such other address of the parties designated in writing in accordance with this subsection.

9.6 Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

9.7 Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.8 Survival. The following provisions will survive any termination or expiration of the Agreement or a Schedule: Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9.

9.9 No Waiver. Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

9.10 Entire Agreement. The Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Customer purchase order or other business processing document shall have no effect.

9.11 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party.

9.12 Publicity. Neither party shall use the name of the other party in any publicity without the prior written approval of the other party, which approval shall not be unreasonably withheld. Each party shall complete its review of any proposed materials or activities submitted by the other party within five (5) business days of its receipt of such materials from the other party. Upon Conduvis's request and Customer's approval, not to be unreasonably withheld, Customer will

participate in a joint press release within thirty (30) days of the execution of this Agreement.

9.13 Governing Law and Venue. This Agreement is governed by the laws of the State of California excluding its conflict of laws, rules and the United Nations Convention on Contracts for the International Sale of Goods. The exclusive venue for any dispute arising hereunder shall be a court of competent jurisdiction in Simi Valley California, USA. Should any of the provisions of this License be declared invalid by any court of competent jurisdiction, such a provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. As applicable in the USA for licenses granted to US Government Agencies or Entities only, this agreement will be governed by the applicable United States Federal law, and the venue shall be the applicable U.S. Court of competent jurisdiction nearest to Simi Valley California, USA.

9.14 Order of Precedence. To the extent any terms and conditions of this Agreement conflict with the terms and conditions of any Schedule, the provisions of this Agreement shall control unless the Schedule expressly states the intent to supersede a specific portion of the Agreement.

In the event of a conflict between an Invoice and the rest of the Agreement, the Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Invoice. All pre-printed terms of any Customer purchase order or other business processing document shall have no effect.

9.15 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

9.16 Counterparts. The Agreement and each Schedule may be executed, via signatures to this Subscription License Agreement, in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

9.17 U.S. GOVERNMENT RESTRICTED RIGHTS – The Software and documentation are “Commercial Items” as that term is defined at 48 C.F.R. 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to US Government End Users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Conduvis Technologies, 1230 Madera Rd Suite 5-195 Simi Valley CA 93065.

that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

9.18 EXPORT CONTROL - You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree

Notice Address for Conduktiv Technologies

1230 Madera Rd Suite 5-195

Simi Valley, CA 93065

Phone 818 771 1600

Conduktiv is a Virtual Company. Further addresses and contact information available at www.conduktiv.com/contact/

SCHEDULE A
CUSTOMER SUPPORT SCHEDULE

This Schedule is entered into between Conduktiv Technologies (“**Conduktiv**”) and the entity identified on this END USER SOFTWARE LICENSE SUBSCRIPTION AGREEMENT (EUSLSA) and the Invoice (“**Customer**”). The provisions of the Agreement (“**Agreement**”) between the parties are hereby fully incorporated herein by reference. The Effective Date of this schedule (“**Effective Date**”) shall be as set forth in the Invoice. The above parties agree to the following:

1. DEFINITIONS

Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Agreement.

“**Term**” means the term during which Customer may use the Software and receive Customer Support Services, as set forth in the Invoice.

“**Territory**” means the certain geographic areas, specified in the Invoice, in which the Software may be used.

2. CUSTOMER SUPPORT

2.1 Subject to Customer’s timely payment of applicable subscription fees, Conduktiv will provide to Customer the Customer Support services during the period specified in the Invoice. All licenses of all Software must be supported under the same subscription plan.

2.2 Updates are provided if and when available, and Conduktiv is under no obligation to develop any future programs or functionality. Conduktiv is under no obligation to provide Customer Support with respect to: (i) Software that has been altered or modified by anyone other than Conduktiv or its licensors; (ii) a release for which Customer Support has been discontinued; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; or (v) any systems or programs not supplied by Conduktiv.

For the avoidance of doubt, Updates provided under Customer Support services are subsequent minor or maintenance releases to the Conduktiv standard Software, excluding Upgrades or custom development.

If an Error was corrected or is not present in a more current version of the Software, Conduktiv shall have no obligation to correct such Errors in prior versions of the Software.

2.3 Subject to timely payment of the applicable fees, Customer Support is provided for all Software, unless otherwise noted in the Invoice.

2.4 Customer Support, and the term of the license to the Software starts on the effective date of the Invoice and continues through the expiration of the Term (“**Initial Term**”). Thereafter, Customer Support, and the term of the license to the Software shall continue as long as the Customer continues to pay the applicable subscription fees or until cancelled by either party.

2.5 Fees for Customer Support Services do not include implementation, training and other professional services, such as project management, conversion, report writing, and external systems interface development, which Customer may procure from Conduktiv separately.

2.6 It is Customer’s responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in increased service call fees if such service calls are deemed excessive as a result of insufficient training, at Conduktiv’s discretion.

2.7 Customer shall ensure that Conduktiv’s assigned technical personnel are able to access the System remotely. Customer shall be responsible for providing access through any security measures it deems necessary. Conduktiv alone shall decide whether access to the System is sufficient for Customer Support purposes. If remote access is denied, Conduktiv cannot be held liable for a system that does not function properly as a result of such denial. “**System**” means the total complement of hardware and Software furnished and maintained by Conduktiv.

2.8 In the event that Customer’s Subscription Agreement/(with Customer Support) is not renewed and is later reinstated, a reinstatement fee shall be assessed equal to the aggregate Subscription fee that would have been payable during the period of lapse. Restatements in subsequent years are billed at the current list price for Subscriptions. In order to reinstate a Subscription, Customer must migrate its Software to the most current release.

2.9 Termination of this Schedule ends the Customer's License, Customer Support and Support services and the possibility of further licenses being granted.

The Agreement with Schedule A is entered into by the Customer who electronically or otherwise signs off on the Invoice applicable to that entity, on the effective date as agreed upon by ConduSiv and Customer.

Should you have any questions concerning this Agreement, or if you desire to contact ConduSiv for any reason, please contact your supplier or:

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