Last updated April, 2021

END USER LICENSE AGREEMENT ("EULA")

This Agreement sets out the terms and conditions under which Rezilion agrees to provide certain services to you as the individual, the company, or the legal entity (referenced below as "You" or "Your" or "Customer") a License to use the Software.

By using the Software, and/or entering into a statement of work or similar document, Customer agrees to be bound by this Agreement. If you do not agree to all the terms and conditions of this Agreement, Rezilion is unwilling to license the Software to You, and in such event, Customer is prohibited from using the Software and Rezilion shall not be obliged to continue with the engagement with the Customer. Read this Agreement carefully before purchasing any services from Rezilion. This Agreement is a legal and enforceable contract between Customer and Rezilion. If you enter into a separate written agreement with Rezilion for the Software, then the terms of that separate written agreement shall apply and this Agreement shall have no effect.

1. DEFINITIONS

In addition to the definitions appearing elsewhere in the Agreement, the following capitalized terms shall have the following meanings:

1.1. "**Add-Ons**" means any applications (including but not limited to integrations and plugins) created for use with the Software;

1.2. "**Affiliate**" means any entity in which You or Rezilion (as the case may be) owns more than 50% of the issued stock or other equity interests or any entity that owns more than 50% of the

issued stock or other equity interests of You or Rezilion (as the case may be) – all whether directly or indirectly;

1.3. "**Content**" means all data and information provided by You or by anyone on Your behalf into the Software or using the Software, all except for data and information provided to You by Rezilion;

1.4. "**Documentation**" means Rezilion-provided end user and administration guides, instructions and guidelines setting forth detailed description of features, functionality, use instructions, specifications and performance standards for the Software.

1.5. "**Intellectual Property Rights**" means all right, title, and interest in and to the Software, including any and all intellectual, moral and/or industrial property and rights now or hereafter recognized under any applicable law or in equity anywhere in the world, whether registrable or unregistrable, issued or pending, registered or unregistered, including (i) all forms of patents and utility models; (ii) inventions, discoveries, (whether patentable or not); (iii) rights associated with works of authorship, including copyrights and mask works; (iv) trademarks and service marks, trade names, domain name registrations; (v) designs (whether registrable or not), design rights; (vi) database rights; (vii) trade secrets and know how; (viii) all rights to or in connection with confidential or proprietary information; and with respect to the intellectual property included in paragraphs (i) to and including (viii) above – any rights analogous to those mentioned herein; all derivative works and/or any improvements or modifications thereof; and any current or future applications, renewals, extensions, restorations, Provisionals, continuations, continuations-in-part, divisions, reexaminations and reissues thereof; the right to apply to any of the above; any license rights

with respect to the above received from third-parties; and all of the tangible embodiments thereof;

1.6. "**Support Term**" means the period in which you are entitled to receive support services from Rezilion, including all updates, bug fixes and new releases thereto that Rezilion makes generally available to its customers at no additional cost. Support Term shall be listed on the applicable Order Form and shall commence on the date of delivery of the Software. Unless otherwise provided in the applicable Order Form, new functionality are not included in maintenance and support and may be subject to additional fees.

1.7. "**Party**" means Rezilion or You, as applicable;

1.8. "**Rezilion**" means Rezilion Inc. and any of its Affiliates, including Rezilion Ltd.;

1.9. "**Software**" means Rezilion's products listed on the applicable Order Form.

1.10. "**Order Form**" means the applicable SOW form(s), quote, order form(s), contract(s) and/or any other documents approved by Rezilion, detailing, *inter alia*, the quantities and other details of the license(s) granted to You, including their respective licensing model and any other limitations;

1.11. "**Usage Limitations**" means the capacity indicated on the Order Form, including but not limited to, number of servers, number of users, plugins, data and features.

2. LICENSE; SUPPORT

2.1. <u>On Premises Deployment.</u> If Customer deploys the Software in its environment (also referred to as "self-hosted") Rezilion hereby grants to Customer, during the applicable Software Term only, a non-exclusive, non-transferable license to use the Software (in object code only) listed on the Order Form within the Volume Limitations, for Customer's internal business purposes only, and solely in accordance with the applicable Documentation. The Software shall not be used on or for any third party unless otherwise stated below.

2.2. <u>SaaS Deployment.</u> If Customer accesses the Software via the SaaS offering, Rezilion hereby grants to Customer, during the applicable Software Term only, a non-exclusive, non-transferable, non-sublicensable right to use and access the Software: (i) solely for Customer's internal business purposes; (ii) within the Volume Limitations; and (iii) as described in this Agreement. Customer also agrees to be bound by any further restrictions set forth on the Order Form.

2.3. <u>Evaluation Licenses.</u> If Customer's license is for a trial or evaluation only, then the Term shall be thirty days, or the trial or evaluation term specified on the Order Form. Customer may not utilize the same software for more than one trial or evaluation term in any twelve-month period, unless otherwise agreed to by Rezilion. Rezilion may revoke Customer's evaluation or trial license at any time and for any reason.

2.4. <u>Support.</u> During the Support Term, Rezilion shall provide support in accordance with the SLA attached hereto as Exhibit A. Notwithstanding the provisions of Exhibit A, Rezilion shall not be under any obligation provide Support Services to the extent such

services are required due to: (i) failure by Customer to use the Software in accordance with this Agreement, including the Documentation, updates and/or work arounds; (ii) failure of hardware, software or any other item or component not provided by Rezilion under this Agreement; (iv) incorrect data or incorrect procedures or other information required by Rezilion; or (v) any other cause that is outside the reasonable control of Rezilion.

3. LIMITATIONS

3.1. Except as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (i) make any copies of the Software or any part thereof; (ii) modify, adapt, translate, decrypt, decompile, disassemble or reverse engineer the Software, or in any other manner decode the Software or create derivative works based on the Software; (iii) resell, loan, rent, lend, lease, sub-license, distribute, or otherwise transfer the Software to any third party or use the Software in any manner not expressly allowed under this Agreement or the applicable Order Form; (iv) remove or alter any patent numbers, trade names, copyright notices, trademark notices, serial numbers, labels, tags or other identifying marks, symbols or legends included in and/or otherwise affixed to the Software; (v) use the Software in order to build a competitive product or service, or to copy any ideas, graphics, dashboards or features of the software. (vi) use the Software to conduct any illegal activity, solicit any illegal activity, or to engage in any other activity that infringes upon the rights of Rezilion or any third party.

3.2 The user name and password used to access the Software shall be unique, may not be used by anyone except for the specific person to whom they were assigned, may not be shared with others and must be kept secured and confidential at all time.

3.3 Customer represents and warrants that it has necessary authorizations from the owner of the networks, systems, assets, and/or hardware on which it deploys the Software.

4. PAYMENT TERMS

4.1. If Customer is purchasing the Software through a Rezilion authorized reseller or partner, then, the fees shall be as set forth between Customer and reseller and the applicable fees shall be paid directly to the reseller and the provisions of Section 4.2 shall not apply.

4.2. Customer agrees to pay the fees, charges, and other amounts in accordance with the Order Form from the date of invoice. All fees are nonrefundable, unless otherwise stated in an Order Form. Customer shall be responsible for remitting all taxes levied on any transaction under this Agreement, including, without limitation, all federal, state, and local sales taxes, levies and assessments, and local withholding taxes in Customer's jurisdiction.

5. CONTENT

5.1. Notwithstanding the foregoing, any anonymous and aggregated information, which may be derived from the use of the Software (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information and which is in an aggregated form ("Analytics Information") may be used by Rezilion, for internal development, or for internal statistical purposes. Such Analytics Information is Rezilion's exclusive property.

5.2. Customer hereby grants to Rezilion the express right to use Customer's company logo in marketing, sales, financial, and public relations materials and other communications solely to identify Customer as a Rezilion customer. Rezilion hereby grants to Customer the express right to use Rezilion's logo solely to identify Rezilion as a provider of services to Customer. Other than as expressly stated herein, neither party shall use the other party's marks, logos, drawings or specifications without the prior written permission of the other party.

6. USAGE LIMITATIONS

6.1. Customer understands and acknowledges that the Software may track its Usage Limitations. Customer will be responsible for any overages in accordance with the agreed upon metrics as set forth in the Order Form.

6.2. At Rezilion's written request, Customer will allow Rezilion to review and verify Customer's records, deployment, and use of the Software for compliance with the terms and conditions of this Agreement, at Rezilion's expense. Any such review shall be scheduled at least ten days in advance, shall be conducted during normal business hours at Customer's facilities, and shall not unreasonably interfere with Customer's business activities.

7. WARRANTIES

7.1. Rezilion warrants that for a period of sixty days following the delivery of any Software to Customer the Software will conform, in all material respects, with the applicable Documentation. For a breach of the above warranty, Rezilion will, at no additional cost to Customer, use commercially reasonable efforts to provide remedial services necessary to enable the Software to conform to

the warranty. In the event that Rezilion is unable to restore such functionality, Customer shall be entitled to terminate the applicable Order Form and receive a pro rata refund of the fees paid. Customer will provide Rezilion with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects or misfunctions. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranty. Headings or titles in the Documentation are for information only and do not imply any warranties.

7.2. Notwithstanding the foregoing, Rezilion does not represent that the software will be uninterrupted, error-free, or will meet customer's requirements. Except for the warranty above, Rezilion makes no other warranties or representations, express or implied, including, without limitation, those of merchantability, fitness for a particular purpose. Rezilion makes no warranty that all security risks or threats will be detected by use of the software or that false positives will not be found.

7.3. Rezilion does not, and cannot, control the flow of data to or from Customer's internet hosts and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations during which Customer's connection to the internet (or portions thereof) may be impaired or disrupted. Although Rezilion will use reasonable commercial efforts to take actions it deems appropriate to remedy and avoid such events, Rezilion does not guarantee that such disruptions or impairments will not occur. Accordingly, Rezilion disclaims any and all liability resulting from or related to such events.

8. LIMITATION OF LIABILITY

8.1 Neither party will be liable under this agreement for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if the party knew or should have known that such damages were possible.

8.2 A party shall be liable to the other for any direct damages arising out of or relating to its performance or failure to perform under this Agreement; provided, however, that the liability of a party, whether based on an action or claim in contract, equity, negligence, tort, or otherwise for all events, acts, or omissions under this Agreement shall not exceed the fees paid or payable under this Agreement, and provided, further, that the foregoing limitation shall not apply to: (a) damages caused by a party's gross negligence or willful misconduct; (b) a party's breach of its obligations of confidentiality, or (c) any claim resulted form Customer's misappropriation of Rezilion intellectual property (including breach of the Usage Limitations).

8.3 No action may be brought against Rezilion arising from or in connection with the Software or this Agreement later than one (1) year from the date as of which the grounds for such claim were established or the relevant facts became known to Customer.

9. INDEMNIFICATION

9.1. Rezilion will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of a third party claim that the Software infringes or misappropriates any intellectual property right of such third party. Notwithstanding the foregoing, in no event shall Rezilion have any obligations or liability hereunder

arising from: (i) use of any Software in a manner not in accordance with the Documentation, or in combination with materials not delivered and/or approved by Rezilion; or (ii) any content, information or data provided by Customer or other third parties. The rights granted to customer under this section 9.1 shall be customer's sole and exclusive remedy for any alleged infringement by the software of any patent, copyright, or other proprietary right.

9.2. Customer will indemnify, defend, and hold harmless Rezilion from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of a third party claim regarding Customer's: (i) use of the Software in violation of applicable law; or (ii) breach of the representation and warranty made in Section 3.3 of this Agreement.

10. INTELLECTUAL PROPERTY; OWNERSHIP

10.1. Rezilion retains any and all Intellectual Property Rights in and to the Software and any and all Add-Ons, upgrades, improvements, derivative works, modifications and/or improvements thereto, and all files and accompanying documentation, including but not limited to patents, patent applications, trade secrets, know how, copyrights and trademarks and any other intellectual property, whether or not reduced to practice, and whether or not patentable or otherwise protectable.

10.2. Customer may from time to time provide suggestion, feedback or comments to Rezilion concerning the Software ("Feedback"). Customer acknowledges and agrees that any such Feedback is provided on a voluntary basis only and Customer will not seek or be entitled to receive any compensation in any form for such Feedback. By submitting Feedback to Rezilion,

Customer agrees to assign and hereby does assign to Rezilion all Intellectual Property Rights in and to such Feedback, and agrees to perform all acts reasonably requested by Rezilion, at Rezilion's cost, to perfect and enforce such rights.

11. CONFIDENTIALITY

11.1. A party to this Agreement that received any information under this Agreement ("Receiving Party") agrees to hold in confidence such information, in whatever form disclosed, provided by or on behalf of the other party ("Disclosing Party") to it or to which it otherwise gains access, in the course of or incidental to the performance of this Agreement ("Confidential Information"), subject to the exceptions of Section 11.4 below and subject to the terms of this Agreement.

11.2. The Receiving Party agrees to refrain from using, copying, distributing, disseminating or otherwise disclosing such Confidential Information to anyone except pursuant to its rights or obligations under this Agreement. Notwithstanding the above, the Receiving Party shall be authorized to disclose the Confidential Information to its employees and representatives ("Related Parties"), if and to the extent that that such Related Parties have a legitimate business need to have access to and knowledge of the Confidential Information and provided that: (i) the Receiving Party shall remain liable for any breach by its Related Parties thereof; and (ii) the Confidential Information is limited to such extent necessary.

11.3 All Confidential Information shall be and remain the property of the Disclosing Party. Disclosure of the Disclosing Party's Confidential Information to the Receiving Party shall not be construed as granting the Receiving Party any right, title, or

license, whether express or implied, with respect to the Confidential Information or to its related Intellectual Property or products (including improvements, modifications and/or derivatives related to the Confidential Information), other than the right to use the Confidential Information in accordance with the provisions of this Agreement.

11.4 The confidentiality obligations of the Receiving Party regarding the Disclosing Party's Confidential Information shall not apply to Confidential Information which: (a) is generally available to the public in reasonably integrated form without fault on the part of the Receiving Party; (b) is lawfully obtained from a source other than the Disclosing Party, which source is free of any obligation to keep the same confidential; (c) is previously known to the Receiving Party without an obligation to be kept confidential, as can be substantiated by written and dated records; (d) was independently developed by the Receiving Party, without use of the Disclosing Party's Confidential Information, as can be substantiated by written and dated records; (e) is expressly released in writing from such obligations by the Disclosing Party; or (f) is required to be disclosed pursuant to applicable law or request by a governmental or other entity authorized by law to make such request, including any stock exchange or securities agency or authority; provided, however, that the Receiving Party so required to disclose shall first notify the Disclosing Party (to the extent not prohibited from doing so) in order to enable it to seek relief from such requirement, and disclose only that portion of the Confidential Information which is required to be disclosed as stated in this subsection (f) above.

11.5 All copies of Confidential Information, regardless of form, shall, at the discretion of the Disclosing Party, either be destroyed or returned to the Disclosing Party, promptly upon the earlier of:

(i) Disclosing Party's written request, except as necessary to continue to exercise its rights or perform its obligations under this Agreement or (ii) expiration or termination for any reason of this Agreement or an Order Form. The provisions of this Section 10.5 shall not apply to any Confidential Information with respect to which the Receiving Party may be subject to a legal requirement to maintain copies of for a certain period of time (at the end of which the Receiving Party shall promptly destroy or delete any such copies).

12. TERM AND TERMINATION

This Agreement is in effect as of the first use of the Software and shall continue until all Order Forms expire or are terminated (the "Term").

12.1. <u>Termination for Cause.</u> If either party materially breaches any of its duties or obligations hereunder, and such breach is note cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within fifteen 15-calendar days after written notice of the breach, the non-breaching party may terminate this Agreement or any Order Form.

12.2. For clarity, if this Agreement is terminated pursuant to the terms herein then any Order Forms shall automatically terminate upon such Agreement termination unless otherwise explicitly agreed in writing by the parties.

12.3. Upon any termination of this Agreement or an Order Form by Rezilion, all applicable licenses are revoked and Customer shall immediately cease use of the applicable Software and certify

in writing to Rezilion within thirty days that Customer has destroyed or returned to Rezilion such Software and all copies thereof. Termination of this Agreement or a license granted hereunder shall not relieve Customer of its obligation to pay all fees that have accrued, have been paid, or have become payable by Customer hereunder or under any applicable Order Form. All provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive such termination.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Delaware (for customers located in the United States), or England & Wales (for customers located outside the United States), each excluding its respective choice of law provisions and each party consents and submits to the jurisdiction and forum of the state and federal courts in the State of Delaware (for customers located in the United States) or London, England (for customers located outside the United States) for all questions and controversies arising out of this Agreement and waives all objections to venue and personal jurisdiction in these forums for such disputes. Both parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this agreement.

14. MISCELLANEOUS

14.1 <u>General.</u> The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement; and (j) in the event of a conflict between the terms of this Agreement and the terms of an Order Form, the terms in the Order Form shall take precedence.

14.2 <u>Notices.</u> Unless otherwise stipulated in the applicable Order Form, all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact as set forth in the Order form. A notice shall be deemed given, when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt, or when verified by electronic logs or automated receipt if sent by email. Notices must be sent to Legal@Rezilion.com.

14.3 <u>Assignment.</u> Customer may not assign, subcontract and/or otherwise transfer any of its rights and/or obligations under this Agreement, either in whole or in part, to any third party without the prior written consent of Rezilion; this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

14.4 <u>Amendment.</u> Rezilion reserves the right to update this Agreement from time to time, by sending Customer a notice on the amendment of this Agreement, provided that any amendments which adversely affect Customer or your usage of the Software shall require your consent to be provided.

14.5 <u>No Third Party Rights.</u> This Agreement does not create any obligation of a party to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties.

14.6 <u>No Reliance.</u> Customer represents that it has not relied on the availability of any future version of the Software or any future product or service in executing this Agreement or purchasing any Software hereunder.

SERVICE LEVEL AGREEMENT (SLA)

This SLA applies only to Rezilion Enterprise Customers

Technical Support Description. Rezilion will provide to Customer an email and telephone support ("Technical Support"), during Rezilion working hours. Technical Support requests are made by submitting a request via Rezilion's customer service web portal or by emailing Rezilion's Technical Support staff. The Technical Support staff shall assign to the request the Problem Severity level (as defined below).

Technical Support Severity Levels

1. Problem Severity Level 1- High Severity.

Description. Problem that precludes significant functionality of the Software, or a problem that prevents access to the Services as a whole, unauthorized exposure of all or part of the Customer Date, loss or corruption of all or part of Customer Data.

Request Response Time: Company's staff available 24 hours per day 7 days per week. Response within an average of 2 hours via telephone or email.

Request Resolution Time: Resolution time average of 6 hours.

2. Problem Severity Level 2- Medium Severity.

Description. A problem severely degraded functionality of the Software, or a Problem, that severely degraded the performance of the Customer business. Severity Level 2 Problems could have

the following characteristics: Severely degraded performance, or Key functionality is unavailable, but the system is operational in a restricted fashion.

Request Response Time: Company staff available during Business Hours. Response within an average of 8 hours via telephone or email or reporting platform.

Request Resolution Time: Resolution time average of 12 hours.

3. Problem Severity Level 3- Low Severity.

Description Problem with minor influence or no influence on the functionality of the Software, Severity Level 3 Problems could have the following characteristics: Error message with minimal performance degradation, Incorrect or unexpected product behavior with minor impact to the ongoing operations of the Customer.

Request Response Time: Company staff available during Business Hours. Response within two (2) business days.

Request Resolution Time: Resolution time average of 36 hours.

Customer's Responsibilities

Customer and, to the extent applicable, its software developers, will take actions reasonably necessary to assist Rezilion in identifying and reproducing problems, and shall provide Rezilion with reasonable and necessary conditions (such as, but not

limited to, remote control access) in order to enable Company to provide the Services.

Customer must have either internal or 3rd-party support of the hardware, operating systems, firewalls, proxy servers, database, and any relevant and related infrastructure so as to allow the Software to be used.

Force Majeure

In no event will a party hereto be liable to the other party or others for losses or damages caused by non-performance, or a delay in the performance of their obligations under this Agreement, to the extent that the same resulted from a circumstance among to force majeure, including, inter alia, unions' strikes, riots, fires, floods, war, terror attacks, hurricanes, earthquakes, windstorms, acts of god and acts of state or public authorities, epidemics or pandemics, or other circumstances that are reasonably beyond the control of the party obligated to perform or other causes beyond the reasonable control of a party affected thereby.

Contact Information

Customer can request support assistance using one of the following methods: (i) Email every email received at Support@rezilion.com will be considered as a ticket and will be responded based on the issue severity definition; (ii) Web Portal, Customer is provided with access to support.rezilion.com where customer can access proprietary documentation and submit service requests; (iii) Telephone, Customer can request for guidance or notify about a technical issue by calling **+1-855-579-2668.**