

MASTER SERVICES and LICENSING AGREEMENT

This Master Services and Licensing Agreement (the “Agreement”) is entered into on the Effective Date between EdgeIQ, Inc., a Delaware corporation and Licensee or Customer named in the Agreement.

1. **LICENSE AND SUPPORT; ADDITIONAL SERVICES.** Subject to the terms, conditions and restrictions set forth in this Agreement and the applicable Order Form attached as Exhibit A or mutually agreed by the parties in writing (the “Order”), including payment of the License Fees set forth in an Order, EdgeIQ hereby grants, and the Customer hereby accepts, a non-exclusive, worldwide, non-transferable, non-sublicensable right and license to (i) integrate and bundle the EdgeIQ software identified on an Order, (the “Product”) with Licensee’s product specified on the Order (“Licensee Product”) (the combined Product with the Licensee Product is hereafter referred to as the “Bundled Product”) and (ii) distribute the Bundled Product to end user customers (“the Customers”) during the Term (as defined below). Use and distribution of the Product is restricted and subject to any additional license limitations which may be set forth in an Order. During the Term EdgeIQ will provide Level 2 and Level 3 support of the Product to Licensee in accordance with EdgeIQ’s standard Support Policy as set forth in its Service Level Agreement (<https://www.edgeiq.io/SLA>) and Licensee shall provide Level 1 support to Customers. EdgeIQ will provide to the Licensee implementation, training and/or professional services, if any, indicated on an Order and in any Statements of Work (“SOW”).

2. TERM; RENEWAL; TERMINATION

2.1 **Term of Agreement.** This Agreement is effective as of the Effective Date and will continue until the license and services as described in an Order and any SOW’s have been completed, expired or terminated.

2.2 **Term and Renewal of Orders.** The Subscription Term described in each Order will commence upon an Order Effective Date and continue as set forth therein (“Term”).

2.3 **Termination.** This Agreement may be terminated if one party materially breaches this Agreement and fails to cure such breach within thirty (30) days or receipt of notice of the breach from the non-breaching party. Upon termination, any remaining Software fees will be pro-rated based on the termination date. Any fees owed by the Customer under an SOW must be paid in full.

3. **FEES; PAYMENT TERMS.** Subscription Fees and any other fees for professional or other services are specified on an Order. Unless otherwise set forth on an Order or a SOW, all fees will be invoiced upon the Effective Date of an Order Form. Payment terms are Net 30 days from the date of receipt of invoice. Late payments are subject to a service fee of 1.5% per month of the balance due. The Customer shall be responsible for all taxes on the fees, except for taxes on EdgeIQ’s net income.

4. **PROPRIETARY RIGHTS.** The Product is the proprietary intellectual property of EdgeIQ that contains trade secrets and is protected by copyright law. Subject to any license granted hereunder, EdgeIQ retains sole and exclusive ownership of all rights, title, and interest in and to the Product and any other technology used to provide it. Any and all enhancements, modifications, corrections and derivative works that are made to the Product will be considered part of the Product for the purposes of this Agreement and will be owned by EdgeIQ. Notwithstanding the foregoing, the Customer retains all rights, title and interest in and to Customer’s own information and data, including the Customer’s ideas, processes, standards, practices, and management policies and procedures, that is input by Customer into the Product or supplied to EdgeIQ (“Customer Data”).

5. **PUBLICITY.** Customer agrees to allow EdgeIQ to identify the Customer, by name or logo as a customer in its informational material, press releases or website. EdgeIQ agrees not to reference the Customer for any other purpose without the Customer’s written consent. The Customer shall also make reasonable efforts to, upon EdgeIQ’s prior reasonable request, serve as a reference account and to participate in case studies and other promotional activity.

6. CONFIDENTIALITY. Each party shall maintain as confidential and shall not disclose (except to its employees, accountants, attorneys, advisors, affiliates, outsourcers and third party service providers of recipient with a need to know in connection with recipient's performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder), copy or use for purposes other than the performance of this Agreement, any information which relates to the other party's business affairs, customers, employees, trade secrets, technology, research, development, pricing or terms of this Agreement ("Confidential Information") and each party agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information (but no less than reasonable care) and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof. Breach of this Section may cause irreparable harm and damage. Thus, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use. The recipient shall be liable to the disclosing party for any use or disclosure in violation of this Section by the recipient or its affiliates, employees, third party service providers or any other related party. Confidential Information shall not include information that (a) is already known prior to the disclosure by the owning party; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of the other party's Confidential Information and evidence exists to substantiate such independent development; (d) information that is obtained from a third party, and that third party is not, in good faith belief to the recipient, under any legal obligation of confidentiality; or (e) the recipient receives written permission from the disclosing party for the right to disclose any Confidential Information.

7. LIMITED WARRANTY. EdgeIQ represents and warrants that the Product will (a) substantially conform to the Documentation and the other requirements set forth in this Agreement during the Subscription Term, (b) not contain any viruses, "Trojan horses", "back-doors", "time bombs" or other disabling features; and (c) not infringe upon any third party's intellectual or proprietary rights. If Customer notifies EdgeIQ in writing of a nonconformity of Product during the Warranty Period, EdgeIQ will, at its option and expense, (a) correct any nonconformities in the Product that cause the Product to fail to conform to the Documentation, or (b) provide to the Customer a pro rata refund of any prepaid but unutilized Subscription Fees applicable to the non-conforming Product. The limited warranty set forth in this Section shall be void if the Product nonconformity is caused by (i) the use or operation of the Product with an application or in an environment other than that recommended in writing by EdgeIQ, (ii) modifications to or customizations of the Product without the express written authorization of EdgeIQ, (iii) accident, disaster or event of force majeure, (iv) misuse, fault or negligence of or by Customer, (v) use of the Product in a manner for which it was not designed, (vi) causes external to the Product such as, but not limited to, power failure or electrical power surges. The warranty and remedies set forth in this section 7 represent EdgeIQ's sole warranty and customer's sole remedy in the event of breach of warranty. Except as expressly set forth in this section, EdgeIQ makes no and disclaims all warranties, express, implied, statutory, or otherwise, including, but not limited to, warranties of non-infringement, merchantability and fitness for a particular purpose.

8. LIMITATION OF LIABILITY. The cumulative liability of EdgeIQ to customer for all claims arising under or related to this agreement, whether in contract, tort or otherwise (excluding indemnification as set forth below), shall not exceed the total amount of fees paid to EdgeIQ under the applicable order form within the year preceding the claim. In no event will EdgeIQ or its suppliers be liable to customer or any other party for damages for loss of data, lost profits, or any indirect, special, incidental or consequential damages arising out of this agreement, even if EdgeIQ has been advised of the possibility of such damages or is negligent.

9. INDEMNIFICATION. If a third-party claims that the Product infringes any U.S. patent, copyright, or trade secret, EdgeIQ will defend the Customer against such claim at EdgeIQ's expense and pay all damages finally awarded through judgment or settlement, provided that the Customer promptly notifies EdgeIQ in writing of the claim, allows EdgeIQ sole control of the defense and/or settlement, and cooperates with EdgeIQ in, the defense or settlement of such action. If such a claim is made or appears possible, EdgeIQ may (in addition to its obligation to defend and pay any judgment or settlement), at its option, secure for the Customer the right to continue to use the Product, or modify or replace the Product so that it is non-infringing. EdgeIQ shall have no liability or obligation hereunder with respect to any infringement claim if such infringement is caused by (i) compliance with the Customer's instructions, designs, guidelines, plans or specifications; (ii) the Customer's use of the Product other than as specified in the applicable Documentation; (iii) modification of the Product by any person other than as authorized in writing by EdgeIQ; or (iv) the combination, operation or use of the Product with other product(s) or services not supplied by EdgeIQ, where the Product would not by itself be infringing. This paragraph states EdgeIQ's entire obligation to the Customer with respect to any claim of infringement.

10. GENERAL.

10.1 Entire Agreement. This Agreement is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If these Terms of Service conflict with any of the terms or conditions of any Order Form or Statement of Work, then, unless otherwise provided herein, the terms and conditions of such Order Form or Statement of Work will control solely with respect to the Products covered by such Order Form or Statement of Work. Any purchase orders issued by the Customer shall be deemed to be for the Customer's convenience only and, notwithstanding acceptance of such orders by EdgeIQ, shall in no way change, override, or supplement this Agreement.

10.2 Waiver. Any waiver or modification of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

10.3 Independent Contractor. EdgeIQ is an independent contractor and not an employee of the Customer. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venture, employer or employee of the other party.

10.4 Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either by U.S. mail, certified, return receipt requested, postage prepaid; by overnight courier; or as otherwise requested by the receiving party, to the address first listed above. Notices shall be effective upon their receipt by the party to whom they are addressed.

10.5 Assignment. This Agreement may not be assigned by the Customer without EdgeIQ's prior written consent.

10.6 Compliance with Laws. Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S. export laws and those laws related to the protection, privacy and disclosure of data and information.

10.7 Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.

10.8 Governing Law and Disputes. This Agreement and any dispute arising hereunder shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles, and shall be subject to the exclusive jurisdiction of the federal and state courts located in Boston, Massachusetts, and each party consents to the exclusive personal jurisdiction and venue of such courts.

10.9 Non-Solicitation. Neither party shall directly or indirectly solicit, employ or engage any employee of the other party with whom the non-employing party came into contact through the performance of this Agreement during the period such employee was engaged in the performance of this Agreement and for one (1) year after such engagement. If any court or other adjudicatory body determines that the foregoing provision is unenforceable because of its duration or scope, the court or adjudicatory body has the power to reduce the duration or scope of the provision, as the case may be, so that in its reduced form the provision is enforceable. Such power includes the authority to reform the provision by rewriting it, if required, so that it conforms to applicable law and carries out the parties' intentions under this Agreement. A party shall not have violated this Section 10.9 if an employee or former employee responds to a general, non-targeted solicitation for employment, such as a newspaper or electronic posting or advertisement.

10.10 Survival. The following provisions of this Agreement shall survive any termination or expiration hereof: Sections 3, 4 and 6 through 10.