

ENTERPRISE MASTER LICENSE SUBSCRIPTION AGREEMENT

This Enterprise Master License Subscription Agreement (together with the Order, the “**Agreement**”) is a binding agreement between Strata Identity, Inc., a Delaware corporation (“**Strata**”) and the person or entity identified on the Order as the Customer of the Software (“**Customer**”) for whom you (“**You**” or “**Your**”) are acting. You represent and warrant that you are entering into this Agreement on behalf of Customer and that You have the authority to bind Customer to this Agreement.

From time to time, Strata may modify this Agreement. Unless otherwise specified by Strata, changes become effective for Customer upon the earlier of the renewal of the then-current Term or the effective date of a new Order after the updated version of this Agreement goes into effect. Strata will use reasonable efforts to notify Customer of the changes through communications to Customer’s designated contact(s) or other means.

STRATA PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ON BEHALF OF CUSTOMER ACCEPT THEM. BY EXECUTING AN ORDER, OR ACCESSING OR USING THE SOFTWARE, YOU ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER SHALL BE BOUND BY THIS AGREEMENT. IF CUSTOMER HAS NOT OR DOES NOT AGREE TO THIS AGREEMENT, YOU MUST NOT USE THE SOFTWARE.

1. Definitions.

1.1 “Affiliate” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of fifty percent (50%) or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 “Application” means a Customer owned or licensed software, web application, or collection of web resources and/or API endpoint URL built, packaged and deployed in a runtime framework that will leverage the Software for authentication, access control, personalization and/or authorization. For clarity in portal use cases where the Software is used to secure an application portal that serves multiple downstream applications, if the downstream applications can only be accessed by Users that have been authenticated by the Software then these discrete applications are considered “Applications” for purposes of this Agreement. If the downstream applications can be accessed directly by a User without previously being authenticated by the Software then the applications are not considered “Applications” for purposes of this Agreement. For illustration, an application called “order management” that only can be accessed by Users that have authenticated with the Software would be considered an “Application” for licensed purposes. For further illustration, a different application such as a search engine (e.g. Google Search) that can be accessed directly by Users without being authenticated by the Software would not be considered an “Application” for purposes of this Agreement.

1.3 “Documentation” means the user manuals and installation guide provided to the Customer with the Software in either electronic, online help files or hard copy format.

1.1 “Free Trial” means any Strata Software, service or functionality that Strata makes available to Customer on a free trial basis for a limited time, and which is designated as “beta”, “developer preview”, “evaluation”, “pilot”, “proof of concept”, “trial” or similar designation. A Free Trial is governed by Section 2.7 below.

1.4 “Hardware” means any hardware or equipment necessary for the operation of Software that may be identified by Strata in the Documentation.

1.5 “Intellectual Property Rights” means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know-how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.

1.1 “Order” means the process by which: (a) Customer creates a Strata account; (b) Customer orders a Free Trial and Strata accepts such order; and/or if Customer chooses to subscribe to the Software (c) Customer completes a written or online order specifying the Software to be provided under this Agreement, subscription term and applicable Fees, which may take the form of a Strata quotation signed by Customer or a Customer purchase order incorporating the terms set forth herein.

1.6 “Platform” means one or more instances of Mavericks Identity Orchestrator.

1.7 “Professional Services” means consultation, deployment and training services made generally available by Strata.

1.8 “Software” means the Strata instances for software described in an Order, including all applicable Documentation and any updates and new releases thereto, including any downloads of the foregoing, licensed to Customer pursuant to this Agreement.

1.9 “Support and Maintenance” means those support and maintenance services for the Software provided by Strata.

1.10 “Technology” means algorithms, concepts, data, designs, developments, discoveries, inventions or innovations, whether or not patentable; and object models and modeling tools, HTML code, know-how, methods, executable code, source code, procedures, programs, techniques, text and web pages.

1.11 “Third Party Software” means the third party software components provided by Strata with the Software, as further described in Section 2.5, or that is installed on Customer Hardware.

1.12 “User” means any individual employee or contractor of Customer or its Affiliates for whom access to the Software is authorized by Customer.

2. License; Restrictions.

2.1 Orders. From time to time, Customer and Strata may enter into one or more Orders for Software, Support and Maintenance, and/or Professional Services. All Orders are incorporated into and made a part of this Agreement. In the event of a conflict between this Agreement and any Order, the terms of the Order will take precedence over the terms of this Agreement but only in respect to the subject matter of such Order.

2.2 Software License. Subject to the terms and conditions of this Agreement, Strata grants Customer, during the Term, a non-exclusive, non-transferable license to use the Software, in executable code form only, solely for Customer’s own internal business purpose in accordance with the Documentation, the limitations set forth in and Order, if any, and the other terms and conditions of this Agreement. In connection with the foregoing, Customer shall: (a) install the Software only in a country or jurisdiction agreed upon by the parties; (b) only move the location of the Software after obtaining Strata’s prior written approval (not to be unreasonably withheld); and (c) in all events in compliance with applicable export laws and regulations.

2.3 Users. Under the rights granted to Customer under this Agreement, Customer may permit Customer’s employees and contractors of Customer and its Affiliates to become Users in order to access and use the Software in accordance with this Agreement; provided that Customer shall be (a) responsible for any User’s compliance with this Agreement, and (b) liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not and shall not permit any User to use the Software or Documentation except as expressly permitted under this Agreement.

2.4 Restrictions on Use. Customer acknowledges that the Software and the structure, organization, and source code thereof constitute valuable trade secrets of Strata. Accordingly, except as expressly permitted in Section 2.2 or as otherwise authorized by Strata in writing, Customer will not, and will not permit any third party to (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the Software to any third party, (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software; or (d) otherwise use or copy the Software except as expressly allowed herein. Customer may make a reasonable number of copies of the Software solely as necessary for archival or backup purposes.

2.5 Third Party Software. Certain Third Party Software may be provided to Customer along with the Software. Each item of Third Party Software is subject to and licensed under the terms and conditions that accompany such Third Party Software and those licenses may vary from those set forth in this Agreement. Third Party Software may consist of “open source” software licensed under open source software license agreements (each, an “OSS License”). Such terms and conditions apply only to those Third Party Software components with which they are expressly identified and will have no effect on the terms and conditions of Customer’s rights to use any other Third Party Software components. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions applicable to the Third Party Software. In particular, nothing in this Agreement restricts Customer’s right to copy, modify, and distribute that Third Party Software subject to the terms of an applicable OSS License. As required by the terms of the applicable OSS License, Strata makes the Third Party Software provided under the applicable OSS License.

2.6 Hardware and Third Party Software. Customer is responsible for providing all applicable Hardware and the Third Party Software for any such Hardware. Customer will, at its own expense, acquire, install, operate and maintain in a suitable environment, all Hardware, software and other equipment necessary to comply with Strata’s installation, configuration, compatibility and maintenance specifications.

2.7 Free Trial. If Customer uses a Free Trial, then Customer must use the Free Trial appropriately in good faith for its intended purpose. Strata will make such Free Trial available to Customer on a trial basis, free of charge, until the earlier of: (a) the end of Customer’s Free Trial period, which by default is 30 days from a Customer activating a Strata account; or (b) termination of the Free Trial by Strata in its sole discretion. Strata reserves the right to suspend or delete a Customer account (including data uploaded to such account) when a Free Trial expires and Customer does not subscribe to paid-for Strata Services. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, A FREE TRIAL IS PROVIDED “AS IS” WITHOUT INDEMNIFICATION, SERVICE LEVEL COMMITMENT, SUPPORT, OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. EXCEPT WHERE NOT ENFORCEABLE UNDER APPLICABLE LAW, STRATA’S AGGREGATE LIABILITY (EXCLUDING INDIRECT DAMAGES, FOR WHICH STRATA EXPRESSLY DISCLAIMS ALL LIABILITY) FOR ANY CLAIM ARISING OUT OF OR RELATING TO A FREE TRIAL IS \$100. CUSTOMER SHALL NOT USE THE FREE TRIAL IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A FREE TRIAL.**

3. Delivery and Acceptance. The Software will be delivered electronically upon the date specified in the Order. The Software will be deemed accepted upon delivery.

4. Support and Maintenance; Professional Services.

4.1 Support and Maintenance. Subject to the terms and conditions of this Agreement, Strata will provide Customer with the Support and Maintenance as set forth in <https://www.strata.io/legal/support-policy>, as amended from time to time (“Support Terms”). To the extent necessary for Strata to perform the Support and Maintenance, Customer shall use commercially reasonable efforts to provide Strata with such access to Customer’s staff and resources as Strata may reasonably request to perform the Support and Maintenance. Strata and Customer will work together to expeditiously satisfy these requirements.

4.2 Professional Services. Professional Services purchased by Customer shall be pursuant to the services terms set forth in <https://www.strata.io/legal/master-services-agreement>, as amended from time to time, and as detailed in an agreed upon statement of work (“SOW”). Strata shall determine the means and manner of performing the Professional Services and shall use commercially reasonable efforts to perform the Professional Services within the estimated timeframe set forth in the applicable SOW.

4.3 Technical Account Manager. If Customer purchases technical account manager services, then the Technical Account Manager Program Terms at <https://www.strata.io/legal/tam-program-terms> shall apply.

5. Fees and Payment.

5.1 Fees. Customer shall pay to Strata the fees as set forth in an Order (“Fees”). Except as otherwise set forth herein, all Fees are non-refundable.

5.2 Overage. If Customer exceeds any specified usage limitations as set forth in the Order, Strata shall provide Customer with an invoice for the applicable Fees for such usage in excess of such limitations, and such invoice shall include a report detailing the excess usage on monthly basis during the preceding period. Customer shall pay to Strata all undisputed amounts set forth in such invoice in accordance with Section 5.4. If Customer has a good faith dispute of any overage fees contained in such invoice, Customer shall notify Strata and the parties will discuss any disputed amounts in good faith in an effort to seek resolution within 60 days after Strata’s receipt of such notice.

5.3 Consumption Based Subscription. If Customer is subscribing to the Software on a consumption basis, then the Fees will be calculated and charged on a monthly basis at the applicable prices stated in Customer’s Order. Customer shall agree to an initial subscription to the Software (“Minimum Commitment”). Customer may use the Software in quantities greater than the Minimum Commitment and shall pay additional Fees monthly in arrears for Customer’s actual usage during such month. Customer agrees to furnish Strata, on a calendar quarter basis, with logs that verifies Customer’s actual deployment and usage of Software.

5.4 Payment Terms. Unless otherwise set forth in an Order, all Fees will be due and payable by Customer no later than 30 days after Customer’s receipt of the applicable invoice from Strata. All payments must be made in U.S. dollars. Strata may charge interest for all outstanding balances at a rate equal to the lesser of one percent (1%) per month (equivalent to 12% per annum) and the maximum rate permitted by applicable law, from the due date until paid. All fees due hereunder are exclusive of, and Customer will pay, all sales, use and other taxes (other than taxes on Strata’s income), export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement.

5.5 Reports. During the Term of this Agreement, Customer will maintain complete and accurate records of its installation and use of the Software, including without limitation the number and location of installed or deployed instances. Upon Strata’s written request, Customer will provide Strata a report stating the number of installed or deployed instances and other usage metrics in connection with the Software used. If any report reveals that Customer has underpaid the amounts owed to Strata and Customer’s current license is based upon usage other than enterprise-wide usage, Customer will promptly pay to Strata any such amounts owed plus interest as provided in Section 5.2.

5.6 Review Rights. Strata will have the right, during normal business hours and upon at least five (5) business days prior notice, to have a reputable independent audit firm selected by Strata, which is subject to reasonable confidentiality obligations, review Customer’s records relating to Customer’s activities pursuant to this Agreement in order to verify that Customer has complied with the terms of this Agreement. This review will be conducted at Strata’s expense, unless the review reveals that Customer’s underpayment of Fees exceeds 5%, in which case Customer will reimburse Strata for all reasonable out-of-pocket costs and expenses incurred by Strata in connection with such review. Customer will promptly pay to Strata any amounts shown by any such review to be owing plus interest as provided in this Section 5. Such reviews will be conducted no more than once per Initial Term or Renewal Term (each as defined below).

6. Ownership.

6.1 Strata Property. Strata will own and retain all right, title and interest in and to (a) all Strata Technology, including without limitation the Software, in existence as of the Effective Date, (b) all Technology made, conceived or reduced to practice solely by Strata or its employees independent of any services (including Maintenance and Support and Professional Services) performed by Strata for Customer during the Term, (c) any enhancements, modifications, improvements and derivative works of any of the foregoing and (e) all Intellectual Property Rights in or to the foregoing (all of the foregoing collectively, the “Strata Property”). Except as otherwise expressly provided in this Agreement, Customer will have no right in or to any Strata Property or license under Strata’s Intellectual Property Rights.

6.2 Customer Property. Customer will own and retain all right, title and interest in and to (a) all Customer Technology in existence as of the Effective Date, and (b) all Technology made, conceived or reduced to practice solely by Customer or its employees independent of or unrelated to this Agreement (c) any enhancements, modifications, improvements and derivative works of any of the foregoing and (d) all Intellectual Property Rights in or to the foregoing (the “Customer Property”). Except as otherwise expressly provided in this Agreement, Strata will have no right in or to any Customer Property or license under Customer’s Intellectual Property Rights.

7. Warranties; Disclaimer.

7.1 General. Each party represents and warrants the other party that (a) such party has the requisite corporate power and authority to enter into the Agreement and to carry out the transactions contemplated by the Agreement, (b) such party is, and covenants that during the Term it will be, either the owner of, or authorized to use, the software made available by such party or used in connection with this Agreement, and (c) entering into and carrying out the terms and conditions of this Agreement will not violate or constitute a breach of any agreement or other obligation between such party and a third party.

7.2 Software. For a period of 90 days after delivery (“Software Warranty Period”), Strata warrants that the Software, when used as permitted by Strata and in accordance with the instructions in the Documentation, will operate as described in the Documentation in all material respects. Strata does not warrant the Customer’s use of the Software will be error-free or uninterrupted. Strata will, at its own expense and as its sole obligation and Customer’s exclusive remedy for any breach of this warranty, correct any reproducible error in the Software reported to Strata by Customer in writing during the Software Warranty Period. In the event that Strata is unable to correct such error within a reasonable time (but in no event more than thirty (30) days), Customer shall have the right to terminate this Agreement, and Strata shall refund to Customer the amount paid to Strata for the Software.

7.3 Malware. Strata warrants that when the Software is delivered to Customer, it will be free of viruses, worms, malware, Trojan horses, time bombs, back or trap doors or any other debilitating or disabling devices or malicious code.

7.4 Limited Services Warranty. Strata will perform the Support and Maintenance and Professional Services in a professional and workmanlike manner and consistent with generally accepted industry standards. Strata shall, as its sole obligation and Customer’s exclusive remedy for a breach of this warranty, re-perform the defective Support and Maintenance or Professional Services, as the case may be, so that either the Support and Maintenance will conform with Strata’s obligations set forth in the Support Terms, services description or SOW; provided that any such defective Support and Maintenance or Professional Services are reported to Strata by Customer in writing specifying the defect in reasonable detail within 10 days after the provision of such defective Support and Maintenance or Professional Services.

7.5 Disclaimers. THE EXPRESS WARRANTIES IN THIS SECTION ARE IN LIEU OF AND STRATA HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE AND SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Term; Termination.

8.1 Term. This Agreement will remain effective for so long as any Order remains effective. The initial term of each Order will begin on the date of such Order and will continue for the term specified in the Order (the “Initial Term”). Thereafter, the Order will automatically renew for additional one-year terms or other renewal period set forth in the Order (each, a “Renewal Term”) unless a party notifies the other party of its intent not to renew no later than 30 days before the end of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms are collectively referred to as the “Term”. For each successive Renewal Term, Strata may, with prior written notice to Customer, adjust its fees payable by Customer. The foregoing does not apply to a Free Trial, which is governed by Section 2.7.

8.2 Termination. A party may terminate the Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof.

8.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, any undisputed amounts due and owed hereunder to Strata under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist, and Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer’s computers, and return to Strata or destroy all copies of the Software, Documentation and other Strata Confidential Information in Customer’s possession or control; provided however, Customer may retain copies of the Software, Documentation and other Strata Confidential Information as required by law, rule, regulation, or administrative order or as necessary to comply with standard computer back up procedures. Sections 1, 2.3, 5, 6, 8.3, 9, 10, 11, 12 and 13, together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

9. Indemnification.

9.1 Claims Against Customer. Strata will defend at its own expense any claim or action against Customer, its officers, directors, employees, personnel, agents, and representatives (“Customer Indemnitees”) brought by a third party to the extent that the claim or action (a) is based upon an allegation that the Software infringes or is a misappropriation of any Intellectual Property Rights of such

third party, (b) arising out of Strata's breach of its representations and warranties, or (c) arising out of or relating to violation or a breach of any agreement between Strata and a third party (each, a "Customer Claim"), and Strata will indemnify and hold Customer Indemnitees harmless from and against those damages, liabilities, assessments, losses, fines, penalties, costs (including costs relating to breach notification, investigation and mitigation), and expenses ("Losses") arising from or related to such Customer Claim or those costs and damages agreed to in a monetary settlement of such Customer Claim. Notwithstanding the foregoing, Strata will have no obligation under this Section 9.1 or otherwise with respect to any claim or action arising under Section 9.2 below, or to the extent such claim or action is based upon (i) any use of the Software not in accordance with this Agreement, (ii) any use of the Software in combination with an Application, or other products, equipment, software to the extent such claim arises from such combination, (iii) any unauthorized use of any release of the Software other than the most current release made available to Customer; provided that Strata made the release available to Customer and notified Customer that such release could avoid infringement, or (iv) any unauthorized modification of the Software by any person other than Strata or its authorized agents or subcontractors. If Customer's use of Software is enjoined due to a Customer Claim, Strata may, at its option and expense, either (a) procure for Customer the right to continue using the Software, or (b) replace or modify the Software so that it becomes non-infringing and remains functionally equivalent. In the event that Strata is unable to procure the right to continue using or replace or modify the Software pursuant to clauses (a) and (b) above, Customer shall have the right to terminate this Agreement, and Strata shall refund to Customer a prorated amount of prepaid fees for the remainder of the applicable Term. This Section 9.1 states Strata's entire liability and Customer's exclusive remedy for infringement claims and actions.

9.2 Claims Against Strata. Customer will defend at its own expense any claim or action against Strata, its officers, directors, employees, personnel, agents, and representatives ("Strata Indemnitees") brought by a third party to the extent that the claim or action (a) is based upon an allegation that any Application infringes or is a misappropriation of any Intellectual Property Rights of such third party, (b) arising out of Customer's breach of its representations and warranties, or (c) arising out of or relating to violation or a breach of any agreement between Customer and a third party (each, a "Strata Claim"), and Customer shall indemnify and hold Strata Indemnitees harmless from and against those Losses arising from or related to such Strata Claim or those costs and damages agreed to in a monetary settlement of such Strata Claim.

9.3 Indemnification Procedure. If any claim or action identified above ("Claim") is commenced with respect to which an indemnified party is entitled to indemnification under this Section 9, the applicable indemnified party will provide notice thereof to the indemnifying party. The indemnifying party will be entitled, if it so elects in a notice promptly delivered to the indemnified party, to immediately take control of the defense, settlement, and investigation of the Claim and to engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost. The indemnified party will cooperate in all reasonable respects, at the indemnifying party's cost and request, in the investigation, trial and defense of such Claim and any appeal arising therefrom. The indemnifying party will not consent to the entry of any judgment or enter into any settlement with respect to a Claim without the indemnified party's prior written consent. The indemnified party may also, at its own cost, participate through its attorneys or otherwise in such investigation, trial and defense of any Claim and related appeals. If the indemnifying party does not assume full control over the defense of a Claim as provided in this Section, the indemnified party will have the right to defend the Claim in such manner as it may deem appropriate, at the reasonable cost and expense of the indemnifying party.

10. Limitation of Liability. IN NO EVENT EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), OR ANY DAMAGES RELATED TO LOSS OF USE, INTERRUPTION OF BUSINESS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL A PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS OR CAUSES OF ACTION RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO STRATA HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY.

11. Confidentiality.

11.1 Confidential Information. "Confidential Information" means information that is disclosed by a party ("Discloser") to the other party ("Recipient"), or which Recipient has access to in connection with this Agreement, and that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information may be disclosed in written or other tangible form or by oral, visual or other means. Confidential Information of Strata includes, without limitation, the Software and Documentation.

11.2 Protection of Confidential Information. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Discloser's Confidential Information

from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

11.3 Exceptions. Recipient's obligations under Section 11.2 with respect to any Confidential Information of Discloser will terminate if such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of Discloser to the extent that such disclosure is (i) necessary for Recipient to enforce its rights under the Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court of similar judicial or administrative body, provided that in each case described in clauses (i), and (ii) above, Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11.4 Return of Confidential Information. Except as otherwise expressly provided in this Agreement, Recipient will return to Discloser or destroy all Confidential Information of Discloser in Recipient's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of Discloser upon the expiration or termination of the Agreement; provided however, that Recipient may retain copies of Confidential Information as required by law, rule, regulation, or administrative order or as necessary to comply with standard computer back up procedures. Upon request of Discloser, Recipient will certify in writing that it has fully complied with its obligations under this Section 11.4.

12. Mutual Non-Solicitation. Neither party will, during the Term and for one (1) year thereafter, directly or indirectly hire or attempt to hire any employee of the other party who performed substantial work on any project covered by this Agreement without such other party's prior written consent; provided that the foregoing will not prohibit either party from issuing advertisements of a general nature not specifically directed at any such employee and hiring any such employee so long as such party is in compliance with this Section 12.

13. General

13.1 Relationship. No agency, partnership, or joint venture is created as a result of this Agreement and neither party has the authority of any kind to bind the other party. Strata may use and display Customer's name and logo as a reference for marketing, promotional or business purposes on Strata's client list, website and in other public or private communications or disclosures with Strata's existing or potential customers and investors, subject to Customer's trademark usage guidelines as provided to Strata.

13.2 Compliance with Laws. Each party will comply with all applicable export and import control laws and regulations in its use of the Software and, in particular, Customer will not export or re-export the Software without all required government licenses and Customer agrees to comply with the export laws, restrictions, national security controls and regulations of all applicable foreign agencies or authorities. In no event shall Customer export or re-export the Software in countries that are subject to OFAC sanctions, which are currently Belarus, Central African Republic, People's Republic of China, Crimea, Cuba, Democratic Republic of Congo, Ethiopia, Iran, Iraq, Lebanon, Libya, Mali, Nicaragua, North Korea, Russia, Somalia, South Sudan and Sudan, Syria, Ukraine, Venezuela, West Balkans, Yemen, Zimbabwe.

13.3 Assignment. Neither party may assign or transfer, by operation of law or otherwise, any of its rights under the Agreement (including the license rights granted to Customer to the Software) to any third party without the other party's prior written consent, which consent will not be unreasonably withheld or delayed; except that a party may assign this Agreement, without consent, to (i) an Affiliate or (ii) a successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void.

13.4 Force Majeure. A party's (the "Affected Party") performance of any part of this Agreement will be excused to the extent that it is unable to perform due to any cause which is beyond the reasonable control of such party and not avoidable by reasonable due diligence (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Affected Party will promptly notify the other party of the Force Majeure Event, including an estimate of its expected duration and probable impact on the performance of the Affected Party's obligations under this Agreement. In addition, the Affected Party will (i) exercise commercially reasonable efforts to mitigate damages to the other party and to overcome the Force Majeure Event and (ii) continue to perform its obligations under this Agreement to the extent it is able.

13.5 U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

13.6 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or when delivery is refused. Either party may change its address by giving notice of the new address to the other party.

13.7 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The provisions of the Uniform Computer Information Transactions Act will not apply to this agreement.

13.8 Remedies. Except as otherwise set forth herein, the parties' rights and remedies under the Agreement are cumulative. Customer acknowledges that the Software contains valuable trade secrets and proprietary information of Strata, that any actual or threatened breach of Section 2 will constitute immediate, irreparable harm to Strata for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by a party to enforce the Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

13.9 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.10 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Section 10 will remain in effect notwithstanding the unenforceability of any provision in Section 7.

13.11 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

13.12 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13.13 Entire Agreement. This Agreement, including any orders, exhibits, service descriptions or attachments hereto, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement sets forth the general terms and conditions applicable to all software and services provided by Strata to Customer under the specific terms and conditions set forth in this Agreement. By executing this Agreement, the parties agree that the provision and receipt of software and services are expressly conditioned on the acceptance of the agreed upon terms in this Agreement. No other terms apply. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and Customer's Order, the terms and conditions of the Order will control and take precedence. This Agreement will not be modified except by a subsequently dated written amendment signed on behalf of Strata and Customer by their duly authorized representatives.

Updated: August 15, 2023