

## STRIMO SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement (the "Agreement") by and between Strimo LP, a Delaware limited partnership ("Licensor") and the company, organization or other person or entity that has licensed the Strimo Platform (the "Client"). The right to use the Strimo Platform (the "Platform") is granted to Client subject to and in consideration of payment of the subscription fees due as set forth in this Agreement and the applicable Order Form and subject to all of the terms of this Agreement, including the Support Agreement attached hereto as Exhibit A.

CLIENT SHALL BE DEEMED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BY EXECUTING THIS AGREEMENT OR BY ACCEPTING THIS AGREEMENT ONLINE. BY ACCEPTING THIS AGREEMENT, CLIENT IS LEGALLY BOUND BY ALL OF ITS TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THESE TERMS AND CONDITIONS. YOU REPRESENT AND WARRANT THAT THE CLIENT IS NOT A DIRECT COMPETITOR OF LICENSOR. THE PLATFORM MAY NOT BE ACCESSED BY A DIRECT COMPETITOR OF LICENSOR WITHOUT LICENSOR'S PRIOR WRITTEN CONSENT.

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### TABLE OF CONTENTS

1. STRIMO PLATFORM
2. USE OF THE PLATFORM
3. TERM
4. FEES AND PAYMENT
5. PROPRIETARY RIGHTS
6. CONFIDENTIALITY
7. LIMITED WARRANTIES AND DISCLAIMERS
8. MUTUAL INDEMNIFICATION
9. LIMITATION OF LIABILITY
10. TERMINATION
11. MODIFICATIONS
12. MISCELLANEOUS PROVISIONS.
13. DEFINITIONS

#### **EXHIBIT A - SUPPORT AGREEMENT**

#### **EXHIBIT B – Template Order Form**

### **1. STRIMO PLATFORM**

**1.1. License Grant.** Effective upon Client's submission to Strimo of an Order Form and Client's acceptance of this Agreement, Licensor grants Client a non-exclusive, non-transferable, non-sublicensable license to access and use the Platform in accordance with its documentation, subject to the terms hereof and solely in connection with Client's internal business processes and management activities.

**1.2. Provision of Strimo Platform.** Licensor shall make the Strimo Platform available to Client for the subscription term as set forth in the Order Form and as further described in this Agreement. Licensor's standard implementation services or customized implementation services will also be set forth on the Order Form. Any new features that augment or enhance the Platform, and/or any additional Service(s) subsequently purchased by Client will be subject to this Agreement. Client's obligations under this Agreement are not contingent on the delivery of any future functionality or features nor affected by any oral or written public comments made by us

regarding future functionality or features. Licensor may discontinue support of any feature of the Platform upon one year's written notice to Client.

**1.3. User Subscriptions.** The Platform may be accessed by no more than the specified number of individual named Users as set forth in the most current Order Form. Additional User subscriptions may be added during the subscription term at the same pricing as the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added. The Client will be charged the full user rate for existing users accessing the platform for any part of the prior month. Users removed from accessing the system will not be prorated. Added subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and may not be shared or used by more than one person but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Platform.

**1.4. Reservation of Rights.** Except for the limited rights expressly granted hereunder, Licensor reserves all right, title and interest in and to the Platform, including all related intellectual property rights. No rights are granted hereunder except as expressly set forth herein.

## **2. USE OF THE PLATFORM**

**2.1. Licensor Responsibilities.** Licensor shall: (i) provide basic support for the Strimo Platform at no additional charge as set forth in the EXHIBIT A - SUPPORT AGREEMENT; (ii) use commercially reasonable efforts to host and make the Strimo Platform available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Licensor's reasonable control, including hosting service provider or internet service provider failures, outages or delays and force majeure; and (iii) provide the Platform only in accordance with applicable laws and government regulations.

**2.2. Client Responsibilities.** Client shall: (i) be responsible for its Users' compliance with this Agreement, (ii) be responsible for ensuring the security and confidentiality of all passwords used in connection with the Platform; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Licensor promptly of any unauthorized access or use; (iv) be solely responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which Client acquired the Data; and when necessary, providing data in the format requested by or required by Licensor; and (v) use the Platform only in accordance with its documentation and applicable laws and government regulations. Client shall be responsible for maintaining a high speed, secure internet connection at its sole expense. Client's printers that will be used with the Platform must be compatible with the Microsoft Remote Desktop Easy Print System and support the XML Printing Specification (XPS) standard. Any hardware purchased by Client in connection with the Platform shall be the sole and exclusive responsibility of Client. During the Term of this Agreement, the Client shall designate a system administrator as the primary point of contact between Licensor and the Client for all support issues relating to the Platform ("System Administrator") and shall promptly notify Licensor of such designation. It is the Client's responsibility to authorize and assign at least one designated representative and one backup to submit electronic requests to Licensor to add and remove users for their organization in a timely manner. When using the Platform, Client will use its best efforts to ensure that Client does not introduce any viruses, worms, unauthorized cookies, trojans, malicious software, "malware," or other program, routine, subroutine, or data designed to disrupt the proper operation of the Platform or any part thereof or any hardware or software used by Licensee or in connection therewith, or which will cause the Platform or any part thereof or any hardware, software or data used by Licensor in connection therewith, to be improperly accessed, destroyed, damaged, or otherwise diminished, made inoperable or inaccessible.

**2.3. Prohibited Uses.** Client shall not: (i) make the Platform available to anyone other than Users; (ii) sell, resell, rent or lease the Platform; (iii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the Platform to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of the Platform or third-party data contained therein; (vi) attempt to gain unauthorized access to the Platform or related systems or networks or to third-party data; or (vii) access or use the Platform for the purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

**2.4. Limitations on Use.** Client shall not and shall not permit any User to (i) reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code to or discover the source code of the Platform; (ii) modify, port, adapt or translate or create derivative works from or based on the Platform; (iii) copy, frame or mirror any part or content of the Platform; (iii) remove or alter any logos, trademarks, notices, or other markings placed on the Platform; or (v) exceed in any way the scope of use permitted under this Agreement.

### **3. TERM**

**3.1. Completion of Order Form.** Client may order the Platform and Support by submitting one or more signed Order Forms to Licensor. Client's license of the Platform and ability to access Support pursuant to the Support Agreement shall be effective in accordance with the terms of this Agreement, the Support Agreement and the Order Form. An Order Form may be modified by the Client only as permitted in this Agreement or as separately approved in writing by Licensor. Any unauthorized modification of an Order Form is ineffective and the contractual terms of the parties' agreement shall be as set forth in this Agreement and the Order Form without such modification.

**3.2. Term of Purchased User Subscriptions.** User subscriptions commence on the start date specified in the applicable Order Form and continue for the period set forth on the applicable Order Form. Unless otherwise specified on the applicable Order Form, all User subscriptions shall automatically renew for additional periods of one year, unless Client provides Licensor written notice of non-renewal at least thirty (30) days before the end of the relevant subscription term.

### **4. FEES AND PAYMENT**

**4.1. Fees.** Client is responsible for payment of all subscription and support fees specified in all Order Forms. Fees for any renewal term shall be the same as the prior term unless Licensor has provided written notice of a price increase or decrease at least thirty (30) days before the end of such prior term, in which case the price increase or decrease shall be effective upon renewal. Except as otherwise specified herein or in an Order Form, (i) Fees and amounts due for the provision of the Platform are set forth on the Order Form; (ii) payment obligations are non-cancelable and fees paid are non-refundable; (iii) the number of User Subscriptions purchased may not be decreased during the relevant subscription term stated on the Order Form (but they may be increased with payment of additional per User fees); and (iv) fees are quoted and payable in United States dollars.

**4.2. Invoicing and Payment.** Client shall provide valid and updated credit card information, ACH authorization or a valid purchase order or alternative document reasonably acceptable to Licensor and complete and accurate contact and billing information. Client authorizes Licensor to charge Client's credit card provided to Licensor or initiate and process payment by ACH for amounts due pursuant to the Order Form for the initial term and any renewal term(s). Such charges shall be made in advance, monthly or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Licensor will invoice Client in accordance with the applicable Order Form. All invoices are due and payable on receipt, unless otherwise agreed to in writing by Licensor.

**4.3. Overdue Charges.** Licensor may charge, in its discretion, interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower, from the payment due date until the date paid and/or Licensor may condition future renewals on payment terms different than those specified in Section 4.2.

**4.4. Suspension of Service or Support and Acceleration.** Licensor may in the exercise of its discretion, without further notice and without prejudice to or waiver of any other rights or remedies, suspend Client's access to the Platform and Support if any amount owing by Client under this or any other agreement with Licensor is thirty (30) or more days overdue (or 10 or more days overdue in the case of amounts Client has authorized Licensor to charge to a credit card), until such amounts and all late charges are paid in full. Following such a payment default, Licensor may, in the exercise of its discretion, charge a fee to restore Client's account or recover archived data prior to reinstating the Platform and/or Licensor may modify the terms of payment for continued use and access to the Platform and Support.

**4.5. Payment Disputes.** Licensor shall not exercise its rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service or Support and Acceleration) if the applicable charges are under reasonable and good-faith dispute and Client is cooperating diligently to resolve the dispute.

**4.6. Taxes.** Unless otherwise stated in writing, Licensor's fees do not include any taxes, levies, duties or similar governmental assessments of any nature (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with its purchases hereunder. If Licensor has the legal obligation to pay or collect Taxes for which Client is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Client, unless Client has provided Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority. Client is not responsible for taxes assessable against Licensor based upon Licensor's income, property or employees. Client hereby agrees to indemnify Licensor for any Taxes and related costs, interest and penalties paid or payable by Licensor that are required to be paid by Client hereunder.

## **5. PROPRIETARY RIGHTS**

### **5.1. Ownership**

Client owns exclusively all right, title and interest in and to all Client Data. Licensor shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to aggregate and use any Client Data submitted to the Platform, to analyze and report on such data and to use such data for commercial purposes, provided that, except as provided herein, in no event may such use identify Client by name unless Client's identity in relation to such information is already publicly available. Notwithstanding the foregoing, Licensor shall not use or reveal information that Client identifies in writing as confidential.

**5.2. Suggestions.** Licensor shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Platform any suggestions, enhancement requests, recommendations or other feedback provided by Client or its Users relating to the Platform.

**5.3. Federal Government End Use Provisions.** In the event that Client is an agency of the United States Government or that a license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States Government, Client acknowledges that the Software and Documentation, respectively, provided to Client hereunder constitute commercial computer software and commercial computer software documentation developed at private expense and are subject to the terms and restrictions of this Agreement pursuant to FAR 27.405-3 and DFARS 227.7202. The contractor/manufacturer is Licensor, with an address set forth on the applicable Order Form. If a government agency has a need for rights not conveyed under these terms, it must contact Licensor to determine whether it will be possible to negotiate a mutually acceptable written addendum to this Agreement specifically conveying such rights.

## **6. CONFIDENTIALITY**

**6.1. Definition of Confidential Information.** "**Confidential Information**" means all confidential information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Client's Confidential Information includes personally identifiable information; Licensor's Confidential Information includes the Platform; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology, product plans and designs, and business processes disclosed by such party. Confidential Information does not include any information that, without breach of any obligation owed to the Disclosing Party: (i) is or becomes generally known to the public, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, (iii) is received from a third party without, to the knowledge of Receiving Party acting reasonably, the third party breaching any obligation of confidentiality in such disclosure, or (iv) was independently developed by the Receiving Party.

**6.2. Protection of Confidential Information.** The Receiving Party shall: (i) use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care); (ii) not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (iii) limit access to Confidential Information of the Disclosing Party to those of its

employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

**6.3. Protection of Client Data.** Without limiting the above, Licensor shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Licensor shall not (i) modify Client Data or (ii) disclose Client Data except as permitted pursuant to Section 5.1 above or Section 6.4 below or as otherwise expressly permitted in writing by Client.

**6.4. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## **7. LIMITED WARRANTIES AND DISCLAIMERS**

**7.1. Authority.** Each party represents to the other that such party has the full corporate power and authority to enter into and perform this Agreement.

**7.2. Platform.** Licensor warrants to Client that, for a period of ninety (90) days from its delivery date, the Platform will perform substantially in accordance with the material functional specifications contained in the Documentation in effect at the time of delivery to Client when the Platform is properly installed and used on the recommended operating system. Licensor's entire liability and the Client's sole and exclusive remedy for breach of this Section 7.2 will be limited to either, at Licensor's option, replacement or repair of the Platform, if applicable, at no charge to Client or refund of the license fee paid by Client and termination of this Agreement, provided that Client's entitlement to the foregoing remedies is contingent upon Client reporting such a warranty claim to Licensor within such ninety (90) day period. The warranties in this Section 7.2 shall not apply if, and during the period that, the Platform is provided to Client for evaluation or trial use.

**7.3. Support.** Licensor warrants to Client that all Support provided under this Agreement will be performed by competent personnel with appropriate experience in providing such Support.

**7.4. Warranty Limitations.** The preceding Licensor warranties do not apply to and, to the full extent permitted by law, Licensor shall have no responsibility for breaches of warranty to the extent arising from: (i) Client operator errors; (ii) Client hardware or operating system failures; (iii) the modification of the Platform by any person other than Licensor (except as directed or authorized by Licensor); (iv) the combination of the Platform with products or services not provided by Licensor (except as directed or authorized by Licensor); or (v) use of any portion of the Platform in a manner not permitted or contemplated by this Agreement or the Documentation.

**7.5. DISCLAIMERS.** (a) EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION 7 AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE PLATFORM, CONTENT, SUPPORT, SERVICES OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF LICENSOR WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 7, (A) THE PLATFORM IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY,

DURABILITY, INTEGRABILITY OR ACCURACY, AND (B) CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE OF THE PLATFORM AND ITS OWN AUDIT APPROACH OR METHODOLOGY.

(b) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS WILL INCREASE THE SCOPE OR OTHERWISE ALTER THE TERMS OF ANY WARRANTY EXPRESSLY STATED IN THIS AGREEMENT OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS.

(c) TO THE EXTENT THAT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS CANNOT BE FULLY DISCLAIMED AND EXCLUDED UNDER APPLICABLE LAW AS CONTEMPLATED BY SECTION 7.5(a), THEN ANY DIFFERENT OR ADDITIONAL LEGALLY REQUIRED WARRANTIES, REPRESENTATIONS OR CONDITIONS, SHALL BE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT OR PERFORMANCE OF SUPPORT SERVICES, AS APPLICABLE.

## 8. MUTUAL INDEMNIFICATION

**8.1. Indemnification by Licensor.** Licensor agrees to defend and hold Client harmless against any claim made or brought against Client by a third party alleging copyright or patent infringement or other violation of a third party's intellectual property rights by the Platform (including reasonable attorney's fees and expenses); provided that (i) Licensor is given prompt written notice and full control of the defense of any such claim, (ii) Client has complied with its obligations under this Agreement; and (iii) at Licensor's expense and request, Client provides assistance for such defense; and (iv) unless a settlement unconditionally releases Client of all liability, Licensor may not settle any claim without Client's prior written consent, which will not be unreasonably withheld. Licensor is not responsible for any costs incurred or settlements made without its consent.

**8.2. Indemnification by Client.** Client agrees to defend and hold Licensor harmless against any claim made or brought against Licensor by a third party alleging that Client Data infringes the rights of a third party or arising out of Client's use of the Platform or Support or Client's actions, including reasonable attorneys' fees; provided, that (i) Client is promptly given written notice of the claim, (ii) at Client's expense and request Licensor provides assistance for such defense; and (iii) unless a settlement unconditionally releases Licensor of all liability, Client may not settle any claim without Licensor's prior written consent, which will not be unreasonably withheld. Client is not responsible for any costs incurred or settlements made without its consent.

**8.3. Exclusive Remedy.** This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any claim brought by a person not a party to this Agreement arising out of or relating to this Agreement.

## 9. LIMITATION OF LIABILITY

**9.1. Limitation of Liability.** Licensor shall not be liable for: (i) any damages for any delay or failure to perform Licensor's obligations under this Agreement due to a Force Majeure event, or (ii) any damages arising out of the termination of this Agreement. **IN ANY AND ALL EVENTS, LICENSOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE OR CAUSES WHATSOEVER RELATED TO THE PLATFORM OR THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT FOR THE PLATFORM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE ACT OR INJURY THAT GAVE RISE TO THE LIABILITY.**

**9.2. Exclusion of Consequential and Related Damages.** NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OR LOSS OF DATA, OR, FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing herein is intended to or shall limit the obligation of Client to pay the full amount of the fees due hereunder for the duration of the term, as set forth in the applicable Order Form(s).

## 10. TERMINATION

**10.1. Termination.** A party may terminate this Agreement: (i) upon thirty (30) days written notice to the other party of a material breach other than a breach of Section 6 (Confidentiality), if such breach remains uncured at the expiration of such period unless such breach is not capable of cure, in which event termination may be immediate, or (ii) at the termination of the subscription period for which fees have already been paid, after written notice of Client's non-acceptance of modifications of the terms of this Agreement; or (iii) immediately upon written notice of the other party's breach of Section 6 (Confidentiality) hereunder; or (iv) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that remains undischarged after a period of sixty (60) days. In no event shall any termination by Client relieve Client of the obligation to pay any fees payable to Licensor for the period prior to the effective date of termination. In no event shall any termination by Licensor relieve Client of the obligation to pay the full amount of fees due hereunder for the duration of the term, as set forth on the applicable Order Form(s).

**10.2. Return of Client Data.** Upon written request by Client made within thirty (30) days after the effective date of termination of this Agreement, Licensor will make available to Client for download a file containing the Client Data as it exists at the time of termination. After such thirty (30) day period, Licensor shall have no obligation to maintain or provide any Client Data.

**10.3. Surviving Provisions.** Section 4 (Fees and Payment for Strimo Platform), Section 5 (Proprietary Rights), Section 6 (Confidentiality), Section 7 (Warranties and Disclaimers), Section 8 (Mutual Indemnification), Section 9 (Limitation of Liability), Section 10.2 (Return of Client Data) and Section 12 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.

## 11. MODIFICATIONS

**11.1. By Written Notice.** We may amend the terms of the Agreement by providing sixty (60) days advance notice to a User designated as an administrator of Client's account, either by email or as an online notice presented at log in to the Platform.

**11.2. Right to Terminate.** Client may terminate this Agreement in accordance with Section 10.1(ii), if Client does not accept amended terms promulgated by Licensor and the changes to the terms of this Agreement shall not become effective prior to the termination date.

## 12. MISCELLANEOUS PROVISIONS.

**12.1. General.** Client may not assign or sublicense any rights under this Agreement or delegate any duties, voluntarily or otherwise, without Licensor's prior written consent. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Licensor may delegate duties under this Agreement to third parties provided that Licensor shall remain responsible for the performance of such duties by such parties. This Agreement shall be governed by the laws of the State of Maine, U.S.A., excluding its choice of law principles. The International Sales Convention shall not apply to this Agreement. By accepting this license, Client consents to the exercise of personal jurisdiction by any state or federal court sitting in Maine, agrees that at the option of Licensor, the state or federal courts sitting in Maine shall be the exclusive jurisdiction for the resolution of claims arising under or related to this Agreement, and waives any right to challenge the appropriateness of that forum. No action arising out of or relating to this Agreement may be brought more than two (2) years after the cause of action arose. All notices under this Agreement shall be in writing and shall be given by personal delivery, courier or certified or registered mail, postage or other charges prepaid and addressed as set out above or as either party may hereafter direct. Notices shall be deemed given when delivered or, if mailed, five days after mailing. This Agreement and any applicable Addendum constitutes the entire agreement and understanding between Client and Licensor with respect to the Platform. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form, the terms of such Order Form shall prevail, but only those relating to the duration of the Agreement, fees, invoicing and payment terms; in all other respects, this Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Client's purchase order or other order documentation (excluding Order Forms) shall be

incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. In the event of any inconsistency between a Confidentiality Agreement signed by the parties and this Agreement, the terms of this Agreement shall control. No representation or statement not expressly contained in this Agreement or incorporated herein shall be binding upon Licensor as a warranty or otherwise. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by both parties, nor shall it constitute a waiver of any subsequent breach of the same or any other provision. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect. Other than in connection with Licensor's indemnification obligations, should Licensor incur any costs, including without limitation, attorney's fees, or judicial process fees, in the protection of its rights or execution of remedies under this Agreement, Client shall reimburse those costs upon demand. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement

**12.2. Export Compliance.** Client acknowledges that the Platform is subject to export controls under United States laws and regulations, including the Export Administration Regulations, 15 C.F.R. Parts 730-774, and may be subject to other applicable laws and regulations in other jurisdictions relating to export, re-export, import, transfer or other disposition of software and other technology (collectively, "Export Control Laws"). From and after Licensor's delivery of the Platform to Client, Client shall comply with any and all applicable Export Control Laws applicable to the Platform.

**12.3. Audit Rights.** Strimo shall have the right to audit the relevant books and records of Client to assure compliance with the terms and conditions of this Agreement. Such an audit will be at Strimo's expense, during regular business hours, upon not less than three (3) business days advance notice and not more frequently than once per year, unless Strimo discovers a material breach of this Agreement in the course of its audit, in which event Strimo may undertake more frequent audits in its discretion. Client agrees to make available to Strimo the relevant personnel and books and records to enable Strimo to conduct its audit efficiently. At its option, Strimo may conduct the audit by telephone and Client agrees to make knowledgeable personnel available for such a telephonic audit. Client will maintain its records respecting its use of the Platform for a minimum of three (3) years.

**12.4. Injunctive Relief.** In addition to such other rights and remedies as may exist under this Agreement and applicable law, Client agrees that a breach of this Agreement relating to the use or misuse of the Platform, including, without limitation, a breach of Section 2.3 hereof, will cause Strimo to suffer irreparable injury for which damages alone are not a sufficient remedy. In such an event, Strimo shall be entitled to obtain temporary, preliminary and permanent injunctive relief to restrain the actual or threatened breach of the Agreement, without the requirement that Strimo post any bond or security.

**12.5. Anti-Piracy Assistance.** Upon request from Strimo, Client will assist Strimo in the prevention, investigation, and prosecution of unauthorized use of the Platform. Client also agrees to promptly inform Strimo of any unauthorized use of the Platform of which Client becomes aware.

## 13. DEFINITIONS

**"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

**"Control"** means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means the Strimo Subscription License Agreement, Order Form(s), the Strimo Support Agreement and any applicable Addendum.

**"Documentation"** means the product specifications and functional attributes of the Platform located at the Specifications section of [www.strimo.com](http://www.strimo.com) or at another URL assigned by Strimo for that purpose, as amended from time to time.

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



**"Order Form"** means the ordering documents for purchases, including Addenda, if any, that are entered into between Licensor and Client from time to time. Order Forms are incorporated herein by reference and the terms and conditions of this Agreement apply to all Order Forms.

**"Strimo Platform"** means Platform provided or made available to Client by Licensor.

**"Platform"** means the Software as a Service (SaaS) technology platform, solutions and applications and any associated offline components, known generally as Strimo, a software solution that offers manufacturing, accounting, and dispensary or retail management for the medical or recreational marijuana industry and any associated products or derivatives thereof, provided by Licensor that are ordered by Client under an Order Form, as the same may be modified from time to time.

**"Support"** has the meaning given the term in the Support Agreement, Exhibit A hereto.

**"User(s)"** or **"Named User(s)"** means the named individuals that Client has authorized to use the Platform, and for whom Client has purchased a subscription and supplied (or requested) user identifications and passwords. Users may be Client employees, consultants, contractors or agents, but the use by consultants and contractors shall be limited to the work performed for Client.

**"Client Data"** means all electronic data or information submitted by Client to the Platform.

**"Force Majeure"** means an event beyond Licensor's reasonable control, including, without limitation, fire, flood, earthquake or other natural catastrophe, acts of war, terrorism or civil disobedience, governmental acts, laws or regulations, embargoes, labor strikes or difficulties, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers, transportation stoppages or slowdowns or the inability to procure parts or materials.

## EXHIBIT A

### STRIMO SUPPORT AGREEMENT

The terms and conditions of the Subscription License Agreement (“Agreement”) apply to this Support Agreement. Acceptance of the Agreement indicates acceptance of this Support Agreement.

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#### TABLE OF CONTENTS

1. **Strimo Support**
2. **Requesting Support**
3. **Support Issues and Priorities**
4. **Strimo Responses**
5. **Support Level Objectives**
6. **Conditions of Support**
7. **Term & Termination**

#### 1. STRIMO SUPPORT

1.1. During the term of the Agreement, as set forth in the applicable Order Form, Licensor shall provide the following services to Client (“**Support**”), subject to all terms and conditions hereof, including the limitations set forth in Section 1.3 below:

- 1.1.1. Reasonable efforts to briefly answer Client questions relating to operation of the Platform (“**Support Desk Service**”).
- 1.1.2. Identification and resolution of failures of the Strimo Platform to perform in all material respects in accordance with the Documentation (“**Maintenance Support**”).

1.2. Based upon:

- the type of problem (the “**Support Issue**”) and
- the severity of the problem assigned by Strimo (“**Priority**”),
- Strimo will use reasonable commercial efforts to respond to Client requests for Support (the “**Strimo Response**”) and
- in compliance with its **Support Level Objectives**.

All of these terms are more fully explained in Sections 3-5 below.

1.3. Other Services. Other than Support Desk Service and Maintenance Support, services associated with identifying or correcting problems caused by Client error, Client negligence, improper use of the Platform, modification or customization of the Platform and problems associated with equipment, network, hosting, environment, communication, or software other than the Platform, training, and data recovery (“**Other Services**”) are not included in Support and may be provided, subject to availability, at standard Strimo time and material rates and subject to Strimo's applicable policies.

#### 2. REQUESTING SUPPORT

2.1. Hours. Support will be provided between the hours of 9:00 A.M. and 8:00 P.M. Eastern time, Monday to Friday (excluding United States holidays), unless other defined time periods for Support have been agreed to in an applicable Order Form.

## 2.2. Contacting Strimo.

2.2.1. By Telephone. 888-787-4661

2.2.2. By Email. support@Strimo.net

2.3. Information to be provided by Client. Client must report all problems with the Strimo Platform to Strimo's Support Desk within two business days and provide such details and output illustrating the problems as is available. Failure to do so could result in Licensor's inability to resolve the Support Issue.

## 3. SUPPORT ISSUES AND PRIORITIES

Strimo will provide Support based upon the priority of the problem encountered by Client as described below:

3.1. Priority 1: Down Production System ("P1"). The Strimo Platform is failing in a production environment resulting in a complete loss of productive capability. This type of problem severely impacts Client's business objectives and requires rapid response and resolution. Examples of a down production environment are a non-recoverable server crash or the complete failure of the Strimo Platform.

3.2. Priority 2: Deployment Stoppage ("P2"). The Strimo Platform is failing in a pre-deployment environment which will result in a significant delay in the deployment of the Platform into production. This type of problem severely impacts the schedule of the roll-out of the Platform.

3.3. Priority 3: Development Stoppage. ("P3"). One of the major functions or features of the Strimo Platform is failing. This type of problem also requires rapid response and resolution.

3.4. Priority 4: Feature is not working as documented ("P4"). A feature in the Strimo Platform is not behaving as documented by Strimo. Productive work can continue but the Strimo Platform is not performing to specification and a remedy is required.

3.5. Priority 5: General questions ("P5"). These problems are of a general nature and pertain to how the Strimo Platform should operate in a production environment. This category also includes planned new features for subsequent releases.

## 4. STRIMO RESPONSES

4.1. Acknowledgment means contact by either email or phone by a trained Client Support professional to advise of the receipt of a support issue.

4.2. Initial Response means contact by either email or phone by a trained Client Support professional to gather additional information about a support issue and to determine the steps to reproduce the problem.

4.3. Status Frequency means the frequency with which Strimo Client Support will update Client in respect to the Support Issue. This frequency may be changed by mutual agreement between Client and Strimo Client Support.

4.4. Temporary Fix means relief from the experienced problem. It may take the form of a workaround, a patch or an alternate design approach.

## 5. SUPPORT LEVEL OBJECTIVES.

The following table summarizes Strimo's Support Level Objectives. Times stated are from the time of contact with Strimo.

Support Levels	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5
Acknowledgment	1 Hour	4 Hours	8 Hours	12 Hours	24 Hours
Initial Response	4 Hours	8 Hours	12 Hours	24 Hours	48 Hours
Status Frequency	Every Day	Every Day	Every 2 Days	Every 3 Days	Every 4 Days
Temporary Fix	1 Day	2 Days	5 Days	10 Days	10 Days (if Applicable)

Note: All P1's and P2's must be logged via a phone call to the designated support center for the Service Level Objectives to be obtainable.

Both hours and days listed in the table above are during Strimo's Client Support hours, 9:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday (holidays excluded).

## 6. CONDITIONS OF SUPPORT.

Strimo's obligation to provide Support is subject to the following conditions:

- 6.1. Client has used the Platform only in accordance with the terms and conditions of the Subscription Agreement,
- 6.2. Client has not modified the Platform.
- 6.3. Client's authorized representatives place all calls for Support and receive all Support. Representatives will be considered as authorized by Strimo only if identified in writing by Client. The number of authorized representatives cannot exceed the number of subscribed Users.
- 6.4. Client has obtained, maintained and updated the required equipment and such software as is necessary for the proper operation of the Platform.
- 6.5. Client allows Strimo access to its system, hardware or computer system remotely, if required to provide the Support.
- 6.6. All time and materials expended by Strimo resulting from Client breach of the foregoing conditions shall be billed to Client at standard Strimo time and materials rates.
- 6.7. The requested support is not Other Services.

## 7. TERM AND TERMINATION.

7.1. Term of Support. Support commences on the start date of the Subscription Agreement, as specified in the applicable Order Form, and terminates concurrently with the Subscription Agreement.

**EXHIBIT B**  
**Order Form**