Licel Corporation

These are the terms and conditions ("Conditions") between the customer ("Customer" or "you") and Licel Corporation, a California corporation with a registered address of 515 S Flower St, Fl 18, Los Angeles, CA, USA, 90071 ("Licel"), which govern the sale of Products (as defined below). Any accompanying Quote (as defined below) and these Conditions (collectively, the "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. These Conditions prevail over any of the Customer's general terms and conditions of purchase, regardless of whether or when the Customer has accepted the Quote. Fulfilment of the Customer's Quote does not constitute acceptance of any of the Customer's terms and conditions and does not serve to modify or amend these Conditions. Licel reserves the right to refuse to issue a Quote.

1. Scope of the Agreement

This Agreement governs any purchase or download of (a) Licel's commercially available downloadable software products ("Software") and (b) mandatory related support and maintenance services provided by Licel covering installation of the software, activation, integration with CI/CD, and solving of bugs. The Software, together with related Documentation, are referred to as "Products." The Products and their permitted use are further described in Licel's standard documentation ("Documentation"). If there are any additional support requirements beyond the standard support, Licel might consider an additional Service Level Agreement (SLA) to this Agreement.

2. Quotes

Licel will specify the authorized scope of use ("Scope of Use") for the Products, such as the number of installations, billable units, or other restrictions through a Quote ("Quote"). The Quote may include any additional Product purchases, Support and Maintenance renewals, or purchases you make to increase or upgrade your Scope of Use. The Quote is an offer, and the Customer will be bound by this Agreement once the Quote has been accepted.

Prior to the issuance of any license, the Customer must provide Licel with the package IDs of their applications or SDKs for which the Software will be used. Failure to provide this information, or providing incomplete or inaccurate information, may result in delays or refusal of license issuance, or the Quote may become null and void at Licel's discretion.

3. Software Terms

3.1 Your License Rights. Subject to the terms and conditions of this Agreement, and provided the Customer is in compliance with all terms herein, Licel grants you and any individuals that you have authorized to use the Software under this Agreement, as set forth in the Quote ("Authorized Users"), a non-exclusive, non-sublicensable, and non-transferable license to install and use the Software during the applicable License Term in accordance with this Agreement, your applicable Scope of Use, and the Documentation. The term of each Software license ("License Term") will be specified in your Quote and is set out on a subscription basis. Unless otherwise specified in your Quote, your license will automatically renew for periods equal to your initial License Term (and you will be charged at the then-current rates) unless you cancel your subscription with at least 30 days' notice before the end of the License Term. Cancellation can be initiated by sending an email to primary@licelus.com. If you cancel, your subscription will terminate at the end of the then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid before such termination. Your License Term will end upon termination or expiry of this Agreement if no expiration date is specified in your Quote. The Software requires a license key to operate, which will be delivered as described in Section 5.1 (Delivery). Upon termination or expiry of this Agreement, you will not be entitled to any updates or support, and you will be prohibited from continuing to use the Software. You must uninstall the Software, destroy all copies of the Software (including any documentation), and cease all use of the Software. Upon Licel's request, you will provide written certification that you have complied with these requirements. If you choose not to renew the License, then Licel has no continuing liability to you if the Software is inoperable or no longer works as described.

3.2 Number of Installations. Unless otherwise specified in your Quote, for each Software license that you purchase, you may install one instance of the Software on systems owned or operated by you (or your third-party service providers, so long as you remain responsible for their compliance). Each virtual machine or container running the Software constitutes a separate instance.

3.3 Third-Party Code. The Software includes code and libraries licensed to us by third parties. Information about third-party components and their licenses can be found in the distribution of the Software.

4. Support and Maintenance

Licel will provide support and maintenance services for the Software during the License Term as described in the SLA or Support Policy Document. You may use any New Releases that we provide to you during a valid support term in the same way that you use the Software, and New Releases are included in the definition of Software in that case. "New Releases" are bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that we make generally commercially available. Any enhancements or modifications requested by you are subject to additional fees, such as but not limited to custom security controls, modifications to existing protection mechanisms, priority support. All such enhancements, modifications, or other deliverables requested by you shall be and remain the sole and exclusive intellectual property of Licel, with all rights, title, and interest therein fully vested in Licel.

5. Delivery and Financial Terms

5.1 Delivery. We will deliver the applicable license keys to the email addresses specified in your Quote when we have received payment of the applicable fees in accordance with clause 5.2. All deliveries under this Agreement will be electronic. For the avoidance of doubt, you are responsible for the installation of any Software, and you acknowledge that Licel has no further delivery obligation with respect to the Software after the delivery of the license keys.

5.2 Payment. You agree to pay all fees in accordance with each Quote. Unless otherwise specified in your Quote, you will pay all amounts in U.S. dollars upon receipt of correspondent invoices. All amounts are non-refundable, non-cancelable, and non-creditable, except in the event of a material breach by Licel that is not cured within thirty (30) days of written notice. In making payments, you acknowledge that you are not relying on the future availability of any Products beyond the current License Term or Subscription Term or any Product upgrades or feature enhancements. You agree that we

may bill you for renewals, additional licenses, and unpaid fees, as applicable. You acknowledge that we may terminate your rights to use Products if we do not receive a corresponding payment from you.

5.3 Taxes. Your payments under this Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Licel, including California sales tax if applicable, you must pay to Licel the amount of such taxes or duties in addition to any fees owed under this Agreement. You are responsible for providing Licel with valid tax exemption certificates, if applicable. Licel will collect and remit sales tax as required by applicable law.

6. Restrictions

Except as otherwise expressly permitted in this Agreement, you will not, and you will ensure that your Authorized Users will not: (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Products to a third party, (b) use the Products for the benefit of any third party, (c) incorporate any Products into a product or service you provide to a third party, (d) interfere with any license key mechanism in the Products or otherwise circumvent mechanisms in the Products intended to limit your use, (e) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats to any Products, except as permitted by law (f) remove or obscure any proprietary or other notices contained in any Product, or (g) publicly disseminate information regarding the performance of the Products, (h) create and/or distribute malware that uses Software in any manner, or (i) use the Software or Documentation in violation of any law, regulation or rule, or (j) use the Software for competitive analysis or benchmarking purposes without Licel's prior written consent. You are responsible and liable for all uses of the Software and Documentation though access you provide, directly or indirectly, and you are responsible for all actions and failures to take any required actions with respect to the Software and Documentation by your Authorized Users.

7. Ownership and Feedback

Products are made available on a limited license, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale". From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to Licel in the course of receiving Support and Maintenance ("Feedback"). Licel and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Products (including all No-Charge Products), their "look and feel", any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for Licel, including without limitation as they may incorporate Feedback which does not include your Confidential Information ("Licel Technology"). Licel may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise except to the extent any Feedback includes your Confidential Information.

8. Confidentiality

Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or which by its nature is reasonably understood to be confidential. Any Licel Technology and any performance/technical/security information relating to the Products shall be deemed Confidential Information of Licel without any marking or further designation. The Customer's data and information provided to Licel, including but not limited to application package IDs, source code snippets, and configuration files, shall be deemed Confidential Information of Customer. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court Quote (but only to the minimum extent required to comply with such regulation or Quote and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential

Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. For the avoidance of doubt, this Section shall not operate as a separate warranty with respect to the operation of any Product. The obligations under this Section 8 shall survive for a period of five (5) years following the termination or expiration of this Agreement. Upon termination of this agreement, the Recipient will destroy or return, at the direction of the Disclosing Party, all copies of the Confidential Information in its possession or control.

9. Term and Termination

9.1 This Agreement is in effect for as long as you have a valid License Term, unless sooner terminated as permitted in this Agreement. Either party may terminate this Agreement before the expiration of the License Term if the other party materially breaches any of the terms of this Agreement and does not cure the breach within thirty (30) days after written notice of the breach.

9.2 Either party may also terminate the Agreement before the expiration of the License Term if the other party ceases to operate, declares bankruptcy, or becomes insolvent or otherwise unable to meet its financial obligations. You may terminate this Agreement at any time with notice to Licel, but you will not be entitled to any credits or refunds as a result of convenience termination for prepaid but unused Software or Support and Maintenance. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Once the Agreement terminates, you will no longer have any right to use or access any Products, or any information or materials that we make available to you under this Agreement, including Licel's Confidential Information. You are required to uninstall the Software, destroy all copies of the Software (including any documentation), remove any protection provided by the Products from your applications, and cease all use of the Software. You must export your data prior to terminating the contract. You agree to delete any of the foregoing from your systems as applicable (including any third party systems operated on your behalf) and provide written certification to us that you have done so at our request. The following provisions will survive any termination or expiration of this Agreement: Sections 5.2 (Payment), 5.3 (Taxes), 6 (Restrictions), 7 (Ownership and Feedback), 8 (Confidentiality), 9 (Term and Termination), 10.2 (Warranty

Disclaimer), 11 (Limitation of Liability), 12 (Dispute Resolution), and 14 (General Provisions).

9.3 Early Termination of Multi-Year Licenses.
In the event that this Agreement is terminated prior to the final year of any multi-year License Term, the Customer shall be liable for an early termination fee. This fee shall be calculated as either:
(i) thirty percent (30%) of the annual license fees remaining for the unexpired portion of the License Term; or
(ii) a pro-rated amount equivalent to fifty percent (50%) of each remaining year's license fee, based on the Per Active Device (PAD) usage as of the date of termination notice—whichever is specified in the applicable Quote.
This early termination fee shall be due and payable upon termination, regardless of the reason for termination, and is intended to compensate Licel for the administrative, financial, and operational commitments associated with multi-year licensing arrangements.

10. Warranty

10.1 Due Authority. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if you are an entity, this Agreement and each Quote is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

10.2 WARRANTY DISCLAIMER. ALL PRODUCTS ARE PROVIDED "AS IS," AND LICEL AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. LICEL SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF LICEL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LICEL NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR

GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE PRODUCTS (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PRODUCTS) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS); (D) ERRORS OR DEFECTS WILL BE CORRECTED.

11. Limitation of Liability

Neither party (nor its suppliers) shall be liable for any loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business, costs of delay or any indirect, special, incidental, reliance or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance. Neither party's aggregate liability to the other shall exceed the amount actually paid by you to us for products and support and maintenance in the 12 months immediately preceding the claim. Notwithstanding anything else in this agreement, our aggregate liability to you in respect of no-charge products shall be US$20.00. This section 11 (limitation of liability) shall not apply to (1) amounts owed by you under any quotes, (2) either party's express indemnification obligations in this agreement, or (3) your breach of section 6 (restrictions). To the maximum extent permitted by law, no suppliers of any third party components included in the products will be liable to you for any damages whatsoever. The parties agree that the limitations specified in this section 11 (limitation of liability) will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose. The parties agree that this allocation of risk is a material provision of this Agreement.

12. Dispute Resolution

12.1 Dispute Resolution; Arbitration. In the event of any controversy or claim arising out of or relating to this Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Agreement shall proceed to binding arbitration under the Comprehensive Arbitration Rules & Procedures of JAMS (the "JAMS Rules"). The parties shall seek to mutually appoint an arbitrator with

at least five (5) years of experience in software licensing disputes. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. All arbitrators must have at least five (5) years of experience in software licensing disputes. Arbitration will take place in one of the following cities as mutually agreed between the parties: Los Angeles, CA (USA), London (UK). If the parties are unable to agree to one of these cities, then the arbitration shall proceed in London (UK). All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

12.2 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the applicable laws of the State of California, USA, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the arbitration provisions of Section 12.1(Dispute Resolution; Arbitration) must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in Los Angeles, California, USA, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Los Angeles, California, USA, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, Licel may bring a claim for equitable relief in any court with proper jurisdiction.

12.3 Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 12.1 (Dispute Resolution; Arbitration), nothing in this Agreement shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or Quote in any appropriate jurisdiction.

13. Changes to this Agreement

This Agreement may be modified at any time in writing as agreed between the parties (including via e-mail). Licel may, at its sole discretion, modify this Agreement upon thirty (30) days written notice (including via email) to the Customer. Continued use of the Software following such notice shall constitute acceptance of the modified Agreement.

If the Customer does not agree to the modified Agreement, the Customer's sole remedy is to terminate the Agreement and cease using the Software.

14. General Provisions

14.1 Any notice under this Agreement must be given in writing. We may provide notice to you via email or through your account. Our notices to you will be deemed given upon the first business day after we send it. You may provide notice to us by post to Licel Corporation, 515 S Flower St, Fl 18, Los Angeles, CA, USA, 90071. Your notices to us will be deemed given upon our receipt.

14.2 Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. You may not assign this Agreement without our prior written consent. We will not unreasonably withhold our consent if the assignee agrees to be bound by the terms and conditions of this Agreement. We may assign our rights and obligations under this Agreement (in whole or in part) upon notice to you but without your consent. The Products are commercial computer software. If you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited. This Agreement is the entire agreement between you and Licel relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Agreement may not be modified or amended by you without our written agreement (which may be withheld in our complete discretion without any requirement to provide any explanation). As used herein, "including" (and its variants) means "including without limitation" (and its variants). No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any

other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give one party the express or implied right, power or authority to create any duty or obligation of the other party.