

# AURASCAPE LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into between Aurascape, Inc., a company incorporated under the laws of the State of Delaware having its principal place of business at 3200 Coronado Drive, Santa Clara, CA 95054 (“Aurascape”) and the customer identified on the Order Form (as defined below) that incorporates this Agreement by reference (such customer, “Customer” or “You” or “Your”), and is effective on the earlier of (i) the date of the execution of an Order Form referencing this Agreement; or (ii) Customer’s use of Products (the “Effective Date”). The individual accepting this Agreement on behalf of Customer represents that it has the authority to bind Customer to this Agreement. This Agreement governs the purchase, access, and use of Products made available by Aurascape to Customer directly or through Aurascape authorized resellers or distributors.

This Agreement may be periodically updated by Aurascape, and the current version will be posted at [www.aurascape.ai/license-agreement](http://www.aurascape.ai/license-agreement). Your continued use of the Products after a revised agreement (the “Revised Agreement”) has been posted constitutes your acceptance of the terms of the Revised Agreement.

## 1. Definitions

“**Affiliate**” means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to own more than 50% of the relevant party or be able to direct the affairs of the relevant party through any lawful means (e.g., contract that allows control).

“**Authorized User**” means an employee, agent, contractor, or other third party authorized by Customer and/or its Affiliates to access, use, download, deploy, or install the Products.

“**Confidential Information**” means confidential information of a party that is designated as confidential or that Receiving Party reasonably should have known, was the Confidential Information of the Disclosing Party. Confidential Information does not include: (a) information that was in the public domain at the time it was disclosed to the Receiving Party; (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, without breach of this Agreement by the Receiving Party; (c) was in the Receiving Party’s possession free of any obligation of confidence at the time it was disclosed to the Receiving Party; (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or (e) developed by employees or agents of the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party

“**Customer Data**” means all data or information submitted by or on behalf of Customer to the Products.

“**Deployment Services**” means the deployment and related services for the Products provided by Aurascape to Customer as described in the Order Form.

“**Documentation**” means any documentation or materials including, without limitation, reference, user, installation, systems administrator, and technical guides/manuals relating to the installation and use of the Product.

“**Fees**” means any fees paid or to be paid for Products under an Order Form.

“**Improvements**” means all corrections, updates, upgrades, enhancements, releases, fixes, new versions, or other improvements of, or modifications to, the licensed Product which Aurascape makes available to its customers.

“**Intellectual Property Rights**” means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use, and sell), trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill, and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, in any state, country, or jurisdiction.

“**License Term**” means the Initial License Term and any and all Renewal License Terms.

“**Order Form**” means a written sales proposal, purchase order, or similar ordering document for Products submitted to, and approved by, Aurascape and/or Partner.

“**Partner**” means the approved partner authorized by Aurascape to resell, distribute, or otherwise provide Products to customers.

“**Products**” means, collectively, the Software, Deployment Services, and Support Services.

“**Software**” means any Aurascape software, solution, or other computer or program code provided directly or indirectly to Customer as well as any copies made by or on Customer’s behalf. The term “Software” shall also include any updates, upgrades, or any new features, functionality, or enhancements to the Software made available directly or indirectly to Customer.

“**Support Services**” means the support services provided by Aurascape with respect to each applicable Product as described in the Order Form.

## 2. Deployment Architecture

The Products are provided by Aurascape as a Software-as-a-Service (SaaS) offering, wherein all Aurascape components are hosted within an Aurascape-managed Virtual Private Cloud (“VPC”) on a supported Cloud Service Provider (“CSP”). The Customer acknowledges and agrees that, except as expressly permitted herein, the Products and their associated components shall remain hosted within Aurascape’s designated infrastructure. The Learning Module, as an optional component, may be deployed within the Customer’s VPC on a supported CSP, subject to Aurascape’s technical requirements and deployment guidelines. There is no option to self-host or relocate Aurascape-hosted components outside of the Aurascape-managed VPC. Any unauthorized deployment, replication, or modification of the Products or their architecture shall constitute a material breach of this Agreement and may result in immediate termination of access to the Products, in addition to any other remedies available to Aurascape under this Agreement or applicable law.

## 3. Orders

Customer and its Affiliates may purchase Products by submitting an Order Form. All Order Forms and Customer’s access and use of the Products will be governed by the terms and conditions in this Agreement and the Documentation. In the event a Customer Affiliate is named in an Order Form, that Order Form will create a separate agreement between that Affiliate and Aurascape, incorporating the terms of this Agreement with the Affiliate deemed “Customer.” Aurascape will not be obligated to provide any Products to Customer or its Affiliate(s) until a valid Order Form for such Products is received.

## 4. Fees and Payment, Taxes.

**4.1. Fees and Payment.** Customer will be invoiced for those amounts and at those prices set forth in the Order Form. All fees shall be invoiced and pre-paid on an annual basis, unless otherwise specified in the Order Form. Aurascape reserves the right to suspend Customer’s access to the Products for non or late payment. Except as expressly set forth in this Agreement and to the extent permitted by law, all payment obligations are non-cancelable and Fees are non-refundable.

Customer and its Affiliates agree that Customer’s payments for any Products purchased are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Aurascape with respect to any future functionality or features.

**4.2. Taxes.** Fees do not include taxes. Customer is responsible for paying all taxes associated with its purchases hereunder, including without limitation, all use or access to the Aurascape Products by Customer’s Authorized Users. If Aurascape has the legal obligation to pay or collect taxes for which Customer is responsible under this section, Aurascape will invoice Customer and Customer will pay that amount unless Customer provides Aurascape with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Aurascape, except as required by applicable law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Aurascape receives and retains (free from any liability for taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Aurascape’s request, Customer will provide to Aurascape its proof of withholding tax remittance to the respective tax authority. Where applicable, Customer will provide its VAT/GST Registration Number(s) on the Order Form to confirm the business use of the purchased services.

## 5. Grant of License

**5.1. License Grant.** Subject to the terms and conditions of this Agreement, Aurascape hereby grants Customer and its Affiliates a non-exclusive, irrevocable, non-transferable (except as set forth in this Agreement), non-sublicensable license to access and use Software (whether deployed on a software-as-a-service (“SaaS”) basis or in an on-premise installation) and Documentation during the License Term for the quantity of purchased Software set forth in the Order for internal business purposes.

Customer agrees to only access and use the Products in accordance with this Agreement and the applicable Documentation, including any relevant Product usage guidelines.

**5.2. Support Terms.** Subject to Customer’s payment of all fees set forth in the Order Form, Aurascape will provide reasonable technical support for the Software during the License Term in accordance with Aurascape’s standard practice. All fees for such support are included in the fees for the Software. Further, notwithstanding anything herein to the contrary, Customer agrees to facilitate any connections and access necessary for Aurascape to (i) deliver, deploy, and provide the Software as provided hereunder and (ii) to perform its obligations hereunder (including its support obligations).

**5.3. General Restrictions.** Customer shall not and shall not allow or permit any third party to: (i) modify, copy, display, republish, or create derivative works based on the Products or Aurascape Documentation; (ii) reverse engineer the Products; (iii) access or use the Products to build a competitive product or service, or copy any ideas, features, functions, or graphics of the Products; (iv) use the Products in any way prohibited by applicable law or that would cause either party to violate applicable law including but not limited to: (1) sending spam or other duplicative or unsolicited messages; (2) using the Products to send infringing, obscene, threatening, libelous, or other unlawful material; (3) using the Products to access blocked services; or (4) uploading to the Products or using the Products to send or store viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents or programs; (v) use the Products to run automated queries to external websites (because such websites

may include Aurascape IP addresses in their respective IP block lists); (vi) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (vii) attempt to gain unauthorized access to the Products or its related systems or networks; (viii) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols or labels in the Products; (ix) perform penetration or load testing on the Products without the prior written consent of Aurascape and agreeing to certain conditions and requirements for such penetration or load testing; (x) without the express prior written consent of Aurascape, conduct any public benchmarking or comparative study or analysis involving the Products; and (xi) access or use the Products from a prohibited location in violation of U.S. trade and economic sanctions, including without limitation, Cuba; Iran; North Korea; Syria; the so-called Donetsk People's Republic, the Luhansk People's Republic, or Crimea Regions of Ukraine; or any other country/region that becomes prohibited.

- 5.4. Unauthorized Use.** Customer shall notify Aurascape promptly of any unauthorized use of or access to the Products (including unauthorized users or unauthorized disclosure of any password or account), or any other known or suspected breach of security or misuse of the Products. Customer is responsible for use of the Products (and all other acts or omissions) by its employees, contractors, affiliates, and other users that it allows to use or access the Software.

## **6. Intellectual Property and Data Ownership**

- 6.1. Aurascape.** Customer agrees that Aurascape or its suppliers have and retain all right, title, and interest (including all patent, copyright, trademark, trade secret, and other intellectual property rights) in and to the Aurascape Products and Documentation. Except for the express limited rights set forth in this Agreement, no right, title, or interest in any Aurascape Technology Products or Documentation is granted to Customer.
- 6.2. Customer.** All rights and title in and to the Customer Data, including all Intellectual Property Rights inherent therein, belong exclusively to Customer. Subject to the terms of this Agreement, Customer hereby grants to Aurascape a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide the Aurascape Products to Customer, to prevent or address service or technical problems therein, complying with legal or contractual requirements, or as may be required by law. Notwithstanding anything to the contrary in this Agreement, Customer agrees that Aurascape may use or act upon any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer relating to the Products without restriction and without obligation to Customer.
- 6.3. Usage Data.** Notwithstanding anything to the contrary in this Agreement, Aurascape may collect and use data regarding how the Products are used by Customer ("Usage Data") to develop, improve, support, and operate its products and services. Aurascape may not share any Usage Data that includes Customer's Confidential Information with a third party except (a) in accordance with Section 6 (Confidentiality) of this Agreement, or (b) to the extent the Usage Data is aggregated and anonymized such that Customer and Customer's Authorized Users cannot be identified.
- 6.4. Customer Reference.** Aurascape may use and display Customer's name, logo, trademarks, and service marks on Aurascape's website and in Aurascape's marketing materials in connection with identifying Customer as a customer of Aurascape. Upon Customer's written request, Aurascape will promptly remove any such marks from Aurascape's website and, to the extent commercially feasible, Aurascape's marketing materials.

## **7. Confidentiality**

Each party (as "**Receiving Party**") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not use any Confidential Information of the other party (the "**Disclosing Party**") for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are bound by obligations of confidentiality to the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law, regulation, or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information including, without limitation, the opportunity to seek appropriate administrative or judicial relief. 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 will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## **8. Warranties**

- 8.1. Warranty.** Aurascape warrants that: (a) the Software will operate in substantial conformity with the applicable Documentation; and (b) Deployment Services will be provided in a professional and workmanlike manner. If Aurascape is not able to correct any reported non-conformity with this warranty, either party may terminate the applicable Order Form, and Customer, as its sole remedy, will be entitled to receive a refund of any prepaid unused Fees for the applicable Software or Deployment Services purchased thereunder. This warranty will not apply if the error or non-conformance was caused by: (i) Customer's misuse of the Software; (ii) modifications to the Software by Customer or any third party; (iii) any services or hardware of Customer or any of its third parties used by Customer in connection with the Software or Deployment Services.
- 8.2. Mutual Warranty.** Each party warrants that it has validly entered into this Agreement and has the legal power to do so.
- 8.3. Warranty Disclaimer.** TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH AURASCAPE PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS," AND AURASCAPE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. AURASCAPE DOES NOT WARRANT THAT THE USE OF ANY AURASCAPE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES AURASCAPE WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY.

## **9. Term and Termination**

- 9.1. Agreement Term.** This Agreement shall continue in effect for the License Term.

**9.2. Order Term.** The initial term of Customer's license for the Products will begin on the start date set forth in an Order Form and will continue for the period of time stated in the Order Form ("Initial License Term"). At the end of the Initial License Term, Customer's license will automatically renew for the renewal period(s) stated in the Order Form (each a "Renewal License Term") unless Aurascape or Customer provides written notice to the other party at least 30 days prior to the automatic renewal.

Aurascape will notify Customer at least 45 days in advance of the state of any Renewal License Term if there will be changes to the fees. The new fees will apply for the Renewal License Term unless Customer notifies Aurascape in writing at least 30 days prior to the Renewal License Term that Customer does not accept the fee changes, in which case Customer's license to hereunder will terminate at the end of the Initial License Term or the applicable Renewal License Term, but prior to any automatic renewal.

**9.3. Termination for Material Breach.** Either party may terminate this Agreement and any Order Form: (i) if the other party is in material breach of any of the terms and conditions of this Agreement and does not cure such material breach within thirty (30) days of receiving notice; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

**9.4. Effect of Termination.** The following provisions shall survive the termination of this Agreement and all Orders: Section 3 (Fees and Payment, Taxes), Section 5 (Intellectual Property and Data Ownership), Section 6 (Confidentiality), Section 7.3 (Warranty Disclaimer), Section 8.4 (Effect of Termination), Section 9 (Indemnity), Section 10 (Limitation of Liability), Section 11 (Data Protection and Privacy), Section 12 (Export Compliance), and Section 13 (General Provisions).

## 10. Indemnification

**10.1. Indemnification by Aurascape.** Aurascape will defend Customer against any claim by a third party alleging that the Software, when used in accordance with this Agreement, infringes any that third party's valid United States patent or copyright and will indemnify Customer for any damages finally awarded against Customer or agreed in settlement by Aurascape (including reasonable attorneys' fees) resulting from such claim. If Customer's use of the Software results (or in Aurascape's opinion is likely to result) in an infringement claim, Aurascape may either: (a) substitute functionally similar products or services; (b) procure for Customer the right to continue using the Software; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement, or the applicable Order Form, and refund to Customer any prepaid unused Fees for the applicable Software. The foregoing indemnification obligation of Aurascape will not apply to the extent the applicable claim is attributable to: (1) the modification of the Software by any party other than Aurascape or based on Customer's specifications or requirements; (2) the combination of the Software with products or processes not provided by Aurascape; (3) any use of the Software in non-conformity with this Agreement; or (4) any action arising as a result of Customer Data, or any deliverables or components not provided by Aurascape. This section sets forth Customer's sole remedy and Aurascape's entire liability with respect to any claim of intellectual property infringement by the Software.

**10.2. Indemnification by Customer.** Customer will defend Aurascape against any claim by a third party arising from or relating to any Customer Data or breach of Section 4.3, and will indemnify and hold harmless Aurascape from and against any damages and costs awarded against Aurascape or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim.

**10.3. Indemnification Procedures.** In the event of a potential indemnity obligation under Section 9, the indemnified party will: (a) promptly notify the indemnifying party in writing of the claim, (b) allow the indemnifying party the right to control the investigation, defense, and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (c) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under Section 9 shall not relieve the indemnifying party of its obligations under Section 9, however the indemnifying party shall not be liable for any litigation expenses the indemnified party incurred before such notice was given, or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any indemnification obligation under Section 9 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

## 11. Limitation of Liability

In no event will Aurascape be liable for any lost profits, revenue, or savings, lost business opportunities or data, substitute goods or services, or indirect, special, incidental, consequential, punitive, or exemplary damages of any kind (including damage to business reputation or goodwill). Aurascape's aggregate liability for all claims arising out of this Agreement and all Order Forms shall be limited to the total fees paid and/or payable to Aurascape for the applicable Product giving rise to the liability during the twelve (12) months immediately preceding the first incident giving rise to the first claim. The exclusions and limitations in this Section 10 apply (i) to the maximum extent permitted by applicable law and (ii) whatever the form of action, even if the other party has been told in advance of the possibility of such damages or losses or such damages or losses were reasonably foreseeable.

## 12. Data Protection and Privacy

The parties shall comply with the privacy and security terms of the Data Processing Agreement located at [www.aurascape.ai/data-processing-agreement](http://www.aurascape.ai/data-processing-agreement) which is incorporated into this Agreement by reference.

## 13. Export Compliance

The Products and other software or components of the Products which Aurascape may provide or make available to Customer may be subject to United States export control and economic sanctions laws and other foreign trade controls. Aurascape and Customer represent that they are in compliance with applicable United States and foreign export controls, economic sanctions, and other trade controls.

## 14. General

- 14.1. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld), except that either party may assign this Agreement in its entirety, without the consent of the other party, to (i) an Affiliate; or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section 13.1 shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 14.2. Notices.** Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices regarding a legal claim. Notices shall be sent to the parties at the address set forth in this Agreement (or as subsequently updated in writing) or Customer's current business contact if known, with a cc to [legal@aurascape.ai](mailto:legal@aurascape.ai) for Aurascape.
- 14.3. Waiver.** The failure by a party to exercise any rights hereunder shall not operate as a waiver of such party's right or any other right in the future.
- 14.4. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. Section headings are inserted for convenience only and shall not affect interpretation of this Agreement.
- 14.5. Governing Law and Jurisdiction.** This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws rules, and will be subject to the exclusive jurisdiction of the federal and state courts located in Santa Clara County. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its Intellectual Property Rights or other proprietary rights. The United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.
- 14.6. Dispute Resolution.** Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within fifteen (15) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The procedures in this Section 13.6. (Dispute Resolution) shall not apply to claims subject to indemnification under Section 9 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misuse, misappropriation, or ownership of intellectual property, trade secrets, or Confidential Information.
- 14.7. Force Majeure.** Except for payment obligations, neither party hereto will be liable for defaults or delays due to acts of God, or the public enemy, acts or demands of any government or governmental agency, fires, earthquakes, floods, accidents, failures in telecommunications, internet, internet service provider, or hosting facilities, power shortages and denial of service attacks, or other unforeseeable causes beyond its reasonable control and not due to its fault or negligence.
- 14.8. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 14.9. Entire Agreement.** This Agreement and the Order Forms constitute the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement.

