CHARIOT LICENSE AGREEMENT

This License Agreement ("**Agreement**") is a legal contract between the entity identified in the signature block below (the "**Licensee**") and Striveworks, Inc, a Delaware corporation (henceforth "**Striveworks**" or "**Licensor**"), by which Licensor grants Licensee a limited license for the use of its proprietary Chariot Software module, a full-life cycle platform for developing, deploying, and applying AI/ML models to diverse problem sets (collectively, the "**Product**") for internal use consistent with the terms of this Agreement (collectively, the "**Purpose**"). Licensor and Licensee are collectively referred to as the "**Parties**".

LICENSE TERM		
☐ ONE TIME LICENSE	☐ SUBSCRIPTION LICENSE	☐ TRIAL LICENSE
The One Time License Term begins and ends as set forth in an Order. Does not include Upgrades.	The License Subscription Term begins and ends as set forth in an Order. Unless otherwise agreed in an Order, the License Subscription Term renews automatically for the same original period of time set forth in the Order. Prior to the renewal of any License Subscription Term, Licensee will be invoiced the total applicable Subscription Fees and shall pay such invoice as set forth in the Order. If no payment terms are set forth in the Order, the default terms in the Agreement shall apply. A Subscription License includes any periodical Upgrades that Striveworks may release.	The Trial License Term begins and ends as set forth in an Order, unless terminated earlier automatically upon: (i) the commencement of a One Time License or a License Subscription Term; or (ii) written notice of termination to Licensee for any reason by Licensor in its sole discretion. A Trial License does not include any periodical Upgrades unless otherwise provided for in the Order.

Section 1. Definitions

Capitalized terms not otherwise defined have the meaning set forth below.

"**Documentation**" means the informational materials and user manuals proprietary to Licensor that set forth the functionality, including without limitation descriptions of the principles of operation, and instructions for Product use.

"**Effective Date**" means the date of the latest signature below, and when this Agreement enters into force.

 "**License Term**" means the period of time where either (i) a One Time License, (ii) a Subscription License, or (iii) a Trial License, as applicable, is in force.

"**Minimum System Requirements**" means the minimum hardware, operating system, application software, hosting, cloud, internet access, internet browser, etc. requirements that Licensee must satisfy, at its own cost and expense, in order to access and use the Product as contemplated by this Agreement, as communicated, electronically or otherwise, by Licensor to Licensee.

"**One Time License**" means a non-renewable license that terminates automatically after a certain period of time as set forth in an Order. One Time Licenses do not include a right to Upgrades.

"**Open Source Components**" refer to those software components that are originally licensed under open source licenses and that are subject to the terms and conditions of such licenses, as further set forth in Section 3.

"**Order**" means a purchase order executed in writing by both Parties through which Licensee selects products and services acquired from Licensor and any applicable additional terms.

"**Source Code**" means a series of program instructions written in a programming language accessible to human understanding and modification.

"**Subscription License**" refers to the period of time during which Licensor provides to Licensee the right to use the Product on a subscription basis, plus any renewal terms subject to the periodical recurrence set forth in the applicable Order.

"**Trial License**" means a limited license used solely for internal evaluation purposes, which terminates automatically upon the earlier of: (i) the date set forth in the Order; (ii) the commencement of a One Time License or a License Subscription Term; or (iii) written notice of termination to Licensee for any reason by Licensor in its sole discretion. A Trial License does not include any periodical Upgrades unless otherwise provided for in the Order.

"**Upgrade**" means any version of the Product commercially released by Licensor, which implements additional features or functions, or which produces material improvements with respect to the utility and efficiency of the Product. Licensor may provide documentation and/or release notes with each Upgrade that will be considered part of the Documentation. Upgrades are included in the Subscription Licenses. A separate Upgrade Support Plan can be acquired for One Time Licenses. Unless otherwise set forth in the Order, no Upgrades are included in Trial Licenses.

Section 2. Licenses and Scope of Licenses

2.1 License Grant

Subject to Licensee's compliance with the terms and conditions of this Agreement and timely payment of all applicable Fees and other amounts payable hereunder, Licensor grants to Licensee, a limited, non-exclusive, non-sublicensable, revocable license to use the Product: (i) solely in accordance with provided Documentation; (ii) solely for the Purpose, (iii) up to the number of units of Product licensed set for in the Order, and (iv) during the License Term consistent with the type of license granted as set forth in the Order form and this Agreement. This license is non-transferable unless expressly approved in writing by Licensor. Notwithstanding anything to the contrary, to the extent the Order and/or this Agreement is for a Trial License, the license granted is for a limited trial basis, solely for internal evaluation purposes, and not for any commercial or production purposes, and may not include access to all Product functionalities.

2.2 Restrictions

Licensee will not, or permit any third party to: (i) assign, sublicense, pledge, distribute, or otherwise transfer or convey, the Product, in whole or in part, or Licensee's rights under the license granted in Section 2.1; (ii) copy, disclose, modify, translate, or create any derivative works of the Product; (iii) misuse, decompile, disassemble or reverse engineer the Product or any portion thereof, or attempt to obtain or determine the source code, algorithms, methods, or techniques embodied in the Product or any portion thereof; (iv) use the Product in any manner to provide services to third parties, or perform, or release the results of benchmark tests or other comparisons of the Product with other programs; (v)

transfer the Product to any computer other than a computer owned by Licensee and used by Licensee in Licensee's operations, or host or store the Product on equipment not owned or controlled by Licensor or Licensee (as applicable, as set forth in an Order), without Licensor's express written consent; (vi) remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Product; or (vii) use the Product in a manner that does not comply with applicable law, regulations, or governmental orders, including without limitation privacy and data protection laws and export laws (including exporting the Product in violation of U.S. export restrictions). Additionally, Licensee shall not, nor permit any other person to, use, copy, modify, distribute, sublicense, or disclose the Product in whole or in part or Documentation except as expressly permitted by this Agreement. Except for the licenses and rights expressly granted to Licensee in Section 2.1 and 2.4., Licensee acquires no other licenses or rights in or to the Product and Documentation, and no such licenses or rights shall be implied. Licensee remains solely responsible for its regulatory compliance in connection with Licensee's use of the Product.

2.3 No Source Code License Grant

This Agreement does not grant a license to any of Licensor's proprietary Source Code. Licensor's Source Code is a trade secret of Striveworks.

2.4 Documentation License

Subject to the terms and conditions contained in this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable right and license to use and to make copies of the Documentation for Licensee's internal Purpose in connection with its use of the Product as contemplated herein. Licensee acknowledges that the Documentation is Licensor's Confidential Information and agrees to ensure that all proprietary notices placed on the original copies by Licensor, like copyright notices, trademark notices, and confidentiality notices, are also included in the same manner on all copies. Copies of the Documentation may not be distributed to third parties and may not be sublicensed, in whole or in part.

Section 3. Third Party Technology; System Requirements

3.1 Open Source Components

Open Source Components are not licensed pursuant to the provisions set forth in this Agreement. The Open Source Components programs are licensed under the terms of their applicable open source licenses. As the Open Source Components used in the Product will from time to time change, the Licensor will maintain a list of the current Open Source Components to be provided separately to Licensee upon purchase or delivery and/or specific request.

3.2 Third Party Hardware Components and Add-Ons

In addition to the components already included in the Product, Licensor may offer for separate purchase certain third party technologies (software and hardware) compatible with and/or that can be used with the Product. If offered by Licensor, these third party technologies may be purchased and/or licensed by placing additional Orders. Licensee understands and agrees that all third party technologies are subject to their own license and manufacturer warranty terms, which shall be provided separately to Licensee upon purchase or delivery.

3.3 System Requirements and Support Services

Unless expressly agreed otherwise by Licensor and Licensee in an exhibit to this Agreement and/or an Order, Licensee is responsible for installing the Product and any Upgrades (as applicable) for which it has a license. As a condition precedent to the exercise or enjoyment of its rights under this Agreement, Licensee must satisfy, at Licensee's sole cost and expense, the Minimum System Requirements. If

Licensee requires Licensor's assistance with installation, hosting, maintenance, training, or other services ("**Support Services**"), Licensee and Licensor will agree upon such Support Services at Licensor's then-current billing rates pursuant to an Order entered into by the Parties. Support Services may be subject to additional terms and conditions, as set forth in an exhibit to this Agreement.

Section 4. Delivery

Licensor shall make the Product and Documentation available to Licensee for electronic download or access as soon as commercially reasonable after executing this Agreement and as set forth in an Order.

Section 5. Intellectual Property Ownership

5.1 Licensor's IP

Licensee agrees that the Product and Documentation are licensed and not sold to Licensee under this Agreement and that as between Licensor and Licensee, the Product and Documentation, and all intellectual property rights therein (unless otherwise expressly indicated) are and shall remain the sole and exclusive property of Striveworks and its licensors (which includes various third parties). Licensee agrees not to undertake any action against Licensor that would in any way preclude Licensor from continuing to develop, use or commercialize the Licensor's intellectual property or the functions, methods, routines or algorithms performed in such software or any Upgrades thereto, and nothing in this Agreement shall be construed to impair, preclude or prohibit Licensor from doing so.

5.2 Proprietary Notices

In any copy or partial copy of the Licensor's intellectual property, or any derivative work made by or for Licensee, Licensee shall reproduce all copyright notices, trademarks and other proprietary rights notices, including third party notices, that were included in such Licensor intellectual property as delivered by Licensor. This Section 5.2 shall not, itself, grant any rights to Licensee to make derivative works of, or to copy partially or in full, the Product, Documentation, or any of Licensor's intellectual property.

5.3 Cooperation

Licensee shall promptly report to Licensor any infringement or potential infringement of intellectual property rights under this Agreement of which Licensee becomes aware and any violation of the terms of this Agreement. Licensee shall cooperate with Licensor to identify and resolve any such infringements and to protect Licensor's intellectual property rights.

5.4 Feedback and Usage Data

Licensee may, but is not required to, provide suggestions, comments, ideas, or know-how, in any form, to Licensor related to the Licensor's intellectual property, products, services or technology ("**feedback**"). Any such feedback is considered Licensor Confidential Information. There shall be no obligation to provide compensation for use of feedback. Licensor may collect, gather and aggregate periodically technical usage data collected, recorded and produced by the Product ("**Usage Data**"). Usage Data is technical, statistical or analytical data gathered or generated directly by use of the Product. Licensor (its affiliates, licensors, partners and designated agents) may use this information to monitor and improve its products, services or to provide customized services or technologies to their customers. Licensor collects and uses this information in accordance with applicable data protection laws. Licensor has no obligation to maintain such Usage Data in its systems and will not be liable to Licensee for any loss if such Usage Data is deleted or otherwise destroyed.

5.5 Customer Data

Licensee owns all right, title and interest in and to all its data, information, and/or materials uploaded, submitted, transferred through, or processed (including the results of such processing) by or for Licensee

in the Product (collectively, "**Licensee Data**"). Licensee Data shall be accurate and complete and shall not infringe upon or violate any third party rights or applicable laws, rules, or regulations. Licensee shall have sole responsibility for the collection, accuracy, quality, integrity, legality, reliability, appropriateness, legal protection, and use rights of all Licensee Data. Licensee grants Licensor a worldwide, royalty-free, transferable, non-exclusive right to: (i) access, use, copy, transmit, and display Licensee Data for the performance of this Agreement and the provision of the Product and any Updates; (ii) prevent or address service or technical problems and/or maintain the modules that report the number of users and provide Licensor the ability to monitor certain usage of the Product; and (iv) enforce the rights of the Parties under the Agreement or applicable Order. Licensor is not responsible for the privacy, security or treatment of any Licensee Data, and Licensee is solely responsible for backing up and protecting Licensee Data. Licensor shall have no duty or obligation to store or maintain any Licensee Data. Licensee Data may be disclosed by Licensor as required by law without Licensee's prior written consent. Licensee shall indemnify, defend and hold Licensor, its officers, directors, employees and contractors harmless from and against any Claims (as defined below) alleging that any Licensee Data misappropriates or infringes the rights of, or has caused harm to, a third party or violates any law, rule, or regulation, and shall pay all costs and damages incurred by Licensor as a result of any such Claim.

Section 6. Payment and Taxes

6.1 Fees and Payments

In consideration of the rights and licenses granted to Licensee by this Agreement, Licensee agrees to pay to Licensor the fees ("**Fees**") set forth in an Order or exhibit to this Agreement. Any amounts not paid when due shall accrue interest at a rate of 1.5% per month or the maximum rate allowed by law. All payments shall be made in U.S. Dollars. Licensor, in its sole discretion, may modify the prices for its products and services at any time. Licensor will provide Licensee with written notice of any price change at least thirty (30) days prior to the effective date of such price change. Licensor shall honor all Orders and Subscription fees prior to the price change effective date at the prices in effect as of the date of the Order and up to the next renewal of the Subscription.

6.2 Taxes

Licensee is solely responsible for paying all taxes arising from the transactions contemplated by this Agreement. If applicable law requires Licensee to withhold or deduct any taxes or other charges from amounts payable to Licensor under this Agreement, Licensee shall pay to Licensor the full amount set forth in any Order without any withholding or deduction and Licensee shall pay all applicable taxes and other charges to the appropriate tax authorities.

6.3 Refund, Return, and Cancellation

Orders and Fees paid under this Agreement are nonrefundable. Licensee's payment obligations under this Agreement are not conditioned or dependent upon, and payments under this Agreement shall not be subject to refund in whole or in part for any reason.

Section 7. Confidential Information

7.1 Non-Disclosure; Non-Use

Except as expressly permitted under the licenses granted in Section 2, Licensee agrees that neither it nor any of its employees, consultants, agents, or representatives will use for their own account or for the account of any third party or disclose to any third party any Licensor Confidential Information. For purposes of this Agreement, "Licensor Confidential Information" or "Confidential Information" shall mean (a) the Licensor intellectual property, (b) any trade secret or proprietary information embodied in,

practiced by, regarding or derived from the content, purpose, design or function of the Product; or (c) other information disclosed by Licensor and marked as confidential or proprietary. Licensee shall ensure that each of its employees, contractors, agents, and representatives who will have access to any Confidential Information of Licensor has executed a confidentiality agreement having terms at least as protective of the Confidential Information as those contained in this Agreement prior to being granted such access. Licensee shall not disclose or disseminate any Confidential Information of Licensor, in whole or in part, to any employee, or to any contractor, agent, or representative, except on a need to know basis for the Purposes of this Agreement. Licensee agrees to protect the Licensor Confidential Information from unauthorized disclosure or use, using at least the same degree of care that Licensee utilizes to protect its own confidential information of a similar nature, but in any event no less than reasonable care. Licensee agrees to promptly notify Licensor in writing of any misuse or misappropriation of Licensor Confidential Information that comes to Licensee's attention.

7.2 Exceptions

Confidential Information shall not include any information that: (a) has become generally known or available to the public without breach of any obligation of confidentiality owed to Licensor, or (b) has become known by or available to Licensee from a source other than Licensor, without any breach of any obligation of confidentiality owed to Licensor, or (c) is independently developed by the Licensee without use of any of Licensor Confidential Information. If the Licensee is or may be required to disclose Confidential Information pursuant to court order or applicable law, the Licensee shall give Licensor immediate written notice thereof and shall provide Licensor a reasonable opportunity to contest such requirement or to seek an order preventing or limiting the disclosure prior to making any such disclosure. Nothing in this Section 7 shall be construed to grant any rights or licenses in or to any Confidential Information.

Section 8. Warranty and Disclaimers

8.1 Warranty

THE PRODUCT, DOCUMENTATION, AND ANY SUPPORT SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND LICENSOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT, DOCUMENTATION, AND ANY SUPPORT SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. IN ADDITION, WITHOUT LIMITATION, LICENSOR DOES NOT WARRANT THAT THE PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, AND NO WARRANTY IS PROVIDED FOR USE OF THE PRODUCT IN CONDITIONS NOT SPECIFIED IN THE APPLICABLE DOCUMENTATION OR FOR WHICH IT HAS NOT BEEN LICENSED. NO ORAL OR WRITTEN ADVICE OR CONSULTATION GIVEN BY LICENSOR, OR LICENSOR'S AGENTS OR EMPLOYEES, WILL IN ANY WAY GIVE RISE TO A WARRANTY. NO CLAIMS, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED ARE MADE BY LICENSOR. LICENSOR IS NOT RESPONSIBLE FOR ANY LOSSES OR INJURY THAT OCCUR FROM THE USE OF THIRD PARTY MANUFACTURED PRODUCTS OR SERVICES. LICENSEE ASSUMES ALL RISKS WHEN USING RELATED PRODUCTS OR SERVICES, WHICH ARE SUBJECT TO THEIR MANUFACTURER DOCUMENTATION, WARRANTIES AND/OR WARNINGS. Licensor is not responsible for the accuracy, quality, integrity, legality, reliability or propriety of any electronic data, information or material that is input into the Product and is provided by or submitted by Licensee in the course of using the Product, or any transactions or results generated by the Product through the processing or other use thereof.

8.2 Third Party Products

Licensor makes no representations or warranties about third party products or components, but to the extent permitted, will pass through any manufacturer or licensor warranties with respect to such third party materials. Licensor shall provide reasonable assistance to Licensee to facilitate Licensee making any warranty claims regarding such third party products.

8.3 Maintenance and Support

Licensor shall have the right, but not the obligation, to make Upgrades available to Licensee. Any Upgrades provided to Licensee shall be considered part of the Product and shall be subject to the license terms set forth in Section 2. If a Subscription License is contracted, Licensor shall provide any available Upgrades periodically to Licensee. If Licensee acquires a One Time License Licensee can, nevertheless, purchase separately an Upgrade Support Plan to have access to Upgrades during the Term of its license.

8.4 Disclaimer for Open Source Components

Licensor will have no obligation whatsoever under this Agreement to deliver, support or maintain any Open Source Components, nor will Licensor have any liability under this Agreement, regardless of the nature of the claim or the nature of the claimed or alleged damages for any claim arising from or related to Licensee's or any Licensee's use or distribution of the Open Source Components. LICENSOR DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH OPEN SOURCE COMPONENTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE.

Section 9. User Policy

Access and use of the Product and Documentation is limited to authorized users only, and is subject to the terms of this Agreement. Licensee is responsible for identifying and authenticating all users, for approving access by such users, for controlling against unauthorized access by users, and for maintaining the confidentiality of usernames, passwords, and account information. Licensee is solely response for all activities that occur under its user accounts or as a result of users' access to the Product and Documentation, and agrees to notify Licensor immediately of any unauthorized use. Licensee is responsible for ensuring its users comply with the terms of this Agreement. Nothing in this Section operates to grant to the Licensee any additional rights, services, or functionality. If Licensee (including its users) violates this Agreement, in addition to any other rights or remedies available to Licensor, Licensor may suspend or terminate Licensee's use of or access to the Product and Documentation in whole or in part. Licensor's right to suspend or terminate Licensee's use/access of/to the Product applies even if a breach is committed unintentionally or without Licensee's authorization. Licensor may, without incurring an obligation to do so, suspend or terminate Licensor's access/use to the Product and Documentation, if Licensor believes that suspension or termination is necessary to ensure compliance with laws or to protect the rights, safety, privacy, security or property of Licensor, its customers or third parties. Licensee may not use the Product in any manner that would result in an infringement, dilution, misappropriation or other violation of any intellectual property or proprietary rights of others, including but not limited to copyrights and rights arising from patents, trademarks and trade secrets. Licensee may not use the Product to transmit, store, display, distribute or otherwise make available content or technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program or data, including without limitation viruses, Trojan horses, bots, worms, scripting exploits, time bombs or other malicious code. Licensee shall not use the Product in any way to conduct or support illegal activities. Licensee may not use the Product to violate the privacy or confidentiality of others, including by transmitting, storing, displaying, distributing or otherwise making available others' private or confidential information

(including without limitation their account names or personal data associated with their Product account) without proper authorization. Licensee shall not use the Product in a way that impairs the functionality or operation of the Product or any equipment. Licensor reserves the right, but does not assume the obligation, to investigate any violation of this Agreement or misuse of the Product or Documentation. Licensee shall cooperate with Licensor in conducting any audits or investigations related to this Agreement and use of the Product and Documentation, as may be requested by the Licensor.

Section 10. Limitation of Liability

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE, ITS AFFILIATES OR ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING LOST PROFITS, LOST DATA, OR COST OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE DAMAGES, ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND WHETHER SUCH DAMAGES ARE BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY LICENSOR FROM LICENSEE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO LICENSEE'S CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. LICENSEE AGREES THAT IT SHALL HAVE NO CLAIM AGAINST ANY THIRD PARTY SUPPLIERS OR LICENSORS OF STRIVEWORKS.

Section 11. Term and Termination

11.1 License Term

The term of this Agreement shall begin on the Effective Date and shall continue in effect during the License Term purchased by Licensee, unless terminated earlier in accordance with the applicable provisions of this Agreement. Upon expiration of a One Time License term or a Trial License term (unless earlier terminated by a Subscription License or One Time License Order), this Agreement will automatically terminate. Upon expiration of an initial Subscription License term, this Agreement will automatically and subsequently renew for recurrent identical time periods unless a Party provides at least sixty (60) calendar days advance written notice that it will not renew the Subscription License. Unless otherwise specified in the applicable Order, each Subscription License Term will begin on the start date set forth on the applicable Order. Licensee will remain responsible for the Subscription Fees associated with each Subscription License until the end of the Subscription Term.

11.2 Termination

Either Party may terminate this Agreement upon written notice to the other Party, in the event of a material breach by the other Party that is not cured within thirty (30) days after written notice thereof.

11.3 Effect of Termination

In the event of any termination or expiration of this Agreement (i) all accrued obligations, including, without limitation, all obligations to pay accrued fees, and other payments, shall remain in effect, (ii) Licensee's right and licenses under this Agreement shall immediately terminate, including without limitation access to the Product and Documentation, (iii) Licensee shall return the Confidential Information of Licensor, and (iv) Licensee shall return to Licensor (a) the Product; and (b) destroy all copies of the Documentation in its possession or control and provide written certification of such return or destruction. The Parties agree to coordinate in good faith the return of the Product at Licensee's expense.   Licensee will have no rights to use or access the Product or Documentation upon expiration or termination, and Licensor will have no obligation to maintain or provide access to any Licensee Data and

may thereafter, unless prohibited by applicable law, delete all Licensee Data without any liability to Licensee for such deletion. Without incurring any liability or obligation on the part of Licensor, Licensor will allow Licensee to access the Licensee Data through the Product for a period of ten (10) calendar days after expiration or termination on a limited basis solely for the purpose of allowing Licensee to retrieve its Licensee Data. After such ten (10) day period for retrieval of Licensee Data has elapsed, Licensor will have no obligation to maintain or provide access to any Licensee Data and may thereafter, unless prohibited by applicable law, delete all Licensee Data without any liability to Licensee for such deletion. If Licensee requires Licensor's assistance, Licensee may purchase such assistance services at Licensor's then-current billing rates pursuant to an Order entered into by the Parties.

11.4 Survival

The provisions that by their nature shall survive termination shall continue following termination or expiration of this Agreement, including without limitation those provisions related to confidentiality, intellectual property, warranty disclaimer, limitation of liability, indemnification, audit and investigation, and termination obligations.

Section 12. General

12.1 Independent Contractors

The Parties are independent contractors and nothing in this Agreement is intended to create or constitute any partnership, joint venture or other formal business association. Neither Party shall have the authority or power to act as the agent of the other Party or otherwise to bind or obligate the other Party without its prior written consent.

12.2 Modifications; Waiver

This Agreement may not be modified or amended except by a written instrument signed by both Parties. The delay or failure of a Party to enforce a provision in respect of any breach shall not be interpreted to be a waiver of that provision or any other provision or its right to enforce such provision or any other provision in respect of any other breach.

12.3 Assignment

Licensee may not assign this Agreement without Licensor's written consent. This Agreement shall inure to the benefit of and bind successors and permitted assigns of the Parties.

12.4 Export Regulations

Licensee represents and warrants that it will comply with all applicable U.S. and foreign export control laws and regulations governing export or re-export of the Product and the Documentation, and all applicable U.S. and foreign laws and regulations restricting access to controlled technical data by foreign nationals.

12.5 U.S. Government End Users

Licensee acknowledges that the Product and Documentation were developed entirely at private expense and that no part of the Product or Documentation were first produced in the performance of a Government contract. Each item of computer software and documentation provided hereunder is a "commercial item" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire the computer software and documentation provided hereunder with only those rights set forth herein.

12.6 Indemnification

Licensee shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any and all losses, damages, liabilities, penalties, expenses and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Licensor resulting from any claim, suit, action or proceeding ("**Claim**") based on Licensee's: (i) negligence or willful misconduct; (ii) use of the Product, Documentation, or related account, data, or reports (iii) breach of this Agreement; (iv) use of the Product in combination with data, software, hardware, equipment or technology not provided by Licensor or authorized by Licensor in writing; (v) modifications to the Product not made by Licensor; or (vi) use of any version other than the most current version of the Product or Documentation delivered to Licensee. If Licensor permits Licensee to defend such Claim, Licensee may not settle any Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Claim or unless Licensor consents to such settlement, and further provided that Licensor will have the right, at its option, to defend itself against any such Claim or to participate in the defense thereof by counsel of its own choice.

12.7 Force Majeure

Except for a Party's payment obligations, neither Party shall be liable to the other for any delay or failure to perform under the Agreement due to circumstances beyond such Party's reasonable control, including acts of God, any government act or directive, epidemic or pandemic, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such Party's employees or contractors), service disruptions involving hardware, software or power systems not within such Party's possession or reasonable control, and denial of service attacks. A force majeure event does not include economic hardship.

12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A., notwithstanding any conflict of laws principles. The parties agree that the exclusive venue and jurisdiction for any dispute arising under this Agreement shall be in the state or federal courts with jurisdiction over Fairfax County, Virginia.

12.9 Injunctive Relief; Remedies

Licensee agrees that any breach of this Agreement will result in irreparable harm to Licensor for which there is no adequate remedy at law, and Licensor shall be entitled to seek equitable relief (including without limitation injunctive relief), without bond, in addition to any other rights or remedies it may have arising from such breach.

12.10 Notices and Contact

All notices to be given under this Agreement shall be delivered, in the case of Licensee, to the address set forth on the purchase Order, or at such other addresses as such Party may designate by written notice in the manner set forth in this Section. In the case of Licensor, to **Striveworks, Inc, 3520 Executive Center Dr, Ste 300, Austin, TX 78731** and with a copy to operations@striveworks.us, which shall be used as the contact address for questions related to the Agreement, termination or notifications. A notice shall be deemed given on the date delivered in person, or if delivered by reputable overnight or express carrier, on the date delivered by such carrier as evidenced by its records. If delivered by email, by confirm receipt.

12.11 Corrupt Practices

Pursuant to the Foreign Corrupt Practices Act of the United States of America, Licensee shall not corruptly make an offer, payment, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to any government official for the purpose of

obtaining or keeping any business, license or authorization hereunder, and Licensee shall indemnify Licensor from any failure to comply with, or violation of, such act by Licensee.

12.12 Interpretation

If any provision of this Agreement is declared illegal, invalid or unenforceable, such provision shall be reformed to the extent consistent with the intent of the Parties in entering into this Agreement so as to be valid and enforceable. If such provision cannot be so reformed, it shall be struck and the remainder of this Agreement shall continue in full force and effect. The headings in this Agreement are for reference only and shall not affect the interpretation or application of this Agreement. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which together shall constitute one and the same instrument. Signed copies of this Agreement sent via facsimile or electronically transmitted shall have the same legal effect as original documents.

12.13 Entire Agreement

This Agreement, including any Orders and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, statement, representation or condition, whether oral or written. No terms and conditions of any purchase order or other document submitted by Licensee shall be effective to modify, supersede, or otherwise vary any of the terms of this Agreement, and any such terms or conditions that purport to do so shall be deemed rejected by Licensor. For the avoidance of doubt, the Parties agree that if Licensor signs a purchase order or similar document submitted by Licensee, Licensor's signature shall be for administrative convenience only and the document shall not amend this Agreement or otherwise create any obligations or liability on the part of Licensor.

12.14 Authority; Binding Effect: Approvals

Each Party represents and warrants as follows: (a) it has read this Agreement and understands it; (b) it has the necessary power and authority under all applicable laws and regulations to enter into this Agreement and to perform its obligations set forth in this Agreement; (c) it has authorized and approved the execution of this Agreement by the individual signing below; and (d) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

By executing this Agreement by its duly authorized representative, the Parties hereby indicate their approval and acceptance of the terms of this Agreement as of the Effective Date below written.

ENTITY/ LICENSEE: _____

By: _____

Name: _____

Title: _____

Date: _____

STRIVEWORKS, INC/LICENSOR

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Support Services

This exhibit is attached to and forms a part of the License Agreement (the "Agreement") between Licensor and Licensee. Unless otherwise noted or evident from the context, the capitalized terms used herein shall have the meaning as described to them in the Agreement. The Agreement and this exhibit shall be read together, however, to the extent there is a direct conflict between the Agreement and this exhibit, the exhibit will prevail with regard to the subject matter described herein to the extent necessary to resolve such conflict.

Subject to the terms of the Agreement, the following terms and conditions govern Licensor's provision of Support Services to Licensee:

A. **Parties.**
   i. Licensor: Striveworks, Inc,
   ii. Licensee: [insert]
B. **Support Services**. Subject to the terms of the Agreement (including this exhibit) Licensor shall provide the following support services to Licensee: [insert description of support services] (the "Support Services").
C. **Fees**. In consideration for the Support Services, License shall pay Licensor the following fees in accordance with the terms of the Agreement and as may be further set forth in an Order: [insert fees]
D. **Period of Performance**. Licensor shall provide the Support Services for a period of [insert performance dates] (the "Period of Performance").

   The Support Services provided hereunder shall terminate upon the earlier of: (i) the end of the Period of Performance; or (ii) breach of the Agreement (including this exhibit) as set forth in Section 11.2 of the Agreement. Without limiting Licensor's rights or remedies, Licensor may also suspend the provision of Support Services without any liability to Licensee upon a breach of the Agreement (including this exhibit).
E. **Licensee Obligations**:
   i. **Assistance**. Licensee shall use its best efforts to provide information and assistance to Licensor to enable Licensor to deliver the Product and Support Services. Upon request from Licensor, Licensee shall promptly deliver Licensee Data to Licensor in an electronic file format specified and accessible by Licensor. Licensee acknowledges that Licensor's ability to deliver the Product and Support Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.
   ii. **Licensee Data**. Licensee is solely responsible for collecting, inputting, and updating Licensee Data stored in the Products and for ensuring that Licensee Data does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of Licensor or any third-party, or (ii) contain anything that is obscene, defamatory, harassing, offensive, illegal, or malicious.
   iii. **Access and Security**. Licensee is solely responsible for enforcing security controls safeguarding Licensee's systems and Licensee Data. Licensee shall: (i) notify Licensor immediately of any unauthorized use of any password, account, or user ID or any other known or suspected breach of security, (ii) report to Licensor immediately and use reasonable efforts to stop any unauthorized use of the Product or Support Services that is

known or suspected by Licensee or any authorized user, and (iii) not provide false identity information to gain access to or use the Product or Support Services.

iv. **Licensee Input**. Licensee is solely responsible for maintenance, integrity, and accessibility of Licensee Data. Licensee is at all times responsible and liable for any transactions or activities that are performed by users. Licensee is responsible for the accuracy and appropriateness of content, the products generated and the use of the data outside of the services and functionalities.

v. **Compliance with Laws**. Licensee shall comply with all applicable local, state, national and foreign laws in connection with its use of the Product and Support Services, including without limitation those laws related to data privacy, international communications, and the transmission of technical or personal data. Licensee acknowledges that Licensor exercises no control over the content of the information transmitted by Licensee or authorized users through the SaaS Product. Licensee shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

vi. **License from Licensee**. Subject to the terms and conditions of this Agreement, Licensee grants to Licensor and its third-party hosting environment service provider a limited, non-exclusive, royalty-free license to copy, store, configure, perform, display and transmit Licensee Data as necessary to provide the Product and Support Services to Licensee.

By executing this Agreement by its duly authorized representative, the Parties hereby indicate their approval and acceptance of the terms of this Agreement as of the Effective Date below written.

ENTITY/ LICENSEE: _____   STRIVEWORKS, INC/LICENSOR

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____