LAMBENT INC. TERMS & CONDITIONS

DEFINITIONS

1.1 ***Admin Users*** mean any employee of the Customer or its Affiliates and/or any independent contractor of the Customer or its Affiliates that have been provided with permission by Lambent and/or the Customer to access to the Subscription Service in order to manage, modify and upload Customer Data and to manage User credentials.

1.2 ***Affiliates*** means any company, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting shares of an entity.

1.3 ***Analyzed Data*** means the anonymized or aggregated data derived from the Customer Data and through the Subscription Service, including any analytic reports based on the Customer Data.

1.4 ***Authorized Reseller*** means any third party reseller, distributor or channel partner that has been authorized by Lambent to resell the to Customer.

1.5 ***Confidential Information*** has the meaning given to it in Section 4.1.

1.6 ***Customer Data*** means all Data made available by the Customer, its Users or its End Client to Lambent or otherwise provided by the Customer, its Users or its End Client in connection with the provision of the Services or otherwise uploaded by or on behalf of Customer or its Users into the Subscription Service.

1.7 ***Data*** means text, images, documents, materials, photos, audio, video, and all other forms of data or communication.

1.8 ***Deployment Services*** means the configuration and implementation of the Subscription Service and certain training services as set out and described on an Order Form or a SOW.

1.9 ***Devices*** means any piece of equipment, sensor, or device connected to the Lambent Platform in order to collect and send data to the Lambent Platform.

1.10 ***Documentation*** means the documentation for the Subscription Service provided by Lambent to assist in the use of the Subscription Service by the Customer.

1.11 ***End Client*** means a customer or client of Customer listed on the applicable Order Form.

1.12 ***Feedback*** means any Customer provided feedback and reports about any errors, problems, or defects in, or suggestions for changes and improvement to the Subscription Service.

1.13 ***Floor Level Data*** means data that is reported on relative to a complete floor in a given building. If a floor has two (2) or more zones, it is subject to Zoned Level Data pricing.

1.14 ***Lambent Data*** means all Data, including Analyzed Data, made available by Lambent to the Customer in connection with the Customer's use of the Services. Lambent Data does not, however, include Customer Data.

1.15 ***Lambent Platform*** means the occupancy and spatial analytics platform developed by Lambent that provides APIs, applications and capabilities such as dashboards, trends and insights, scenario planning, reporting, and visual representations of occupancy over time using data from a variety of information, technology and sensor sources.

1.16 "***Licensed Site***" means the specific physical location(s) identified on the applicable Order Form for which the Subscription Service will be utilized. For the avoidance of doubt, a Licensed Site may be an End Client location.

1.17 ***Losses*** has the meaning given to it in Section 9.1.

1.18 ***Non-Admin Users*** mean any employee of the Customer or its Affiliates and/or independent contractor of the Customer or its Affiliates that have been provided with permission by Lambent and/or the Customer to use the Services.

1.19 ***Order Form*** means each Lambent ordering document electronically entered into or signed by duly authorized representatives of both Parties (or Customer and an Authorized Reseller) which references this Agreement, identifies the specific Deployment Services and Subscription Service provided to the Customer by Lambent, sets out the prices for such Services and contains any other applicable terms and conditions.

1.20 ***Professional Services*** means consulting and/or custom services to be provided by Lambent. All Professional Services will be set out and described in a SOW.

1.21 ***Services*** means the Subscription Service, Deployment Services, Technical Support and any Professional Services provided by Lambent.

1.22 ***Stand by Level Data*** means Wi-Fi data from the client that has been processed into Lambent data that can be used to generate Occupancy metrics, but is currently only being stored for future use.

1.23 ***SOW*** means a Statement of Work referencing this Agreement and entered into by both Parties from time to time that describes the Professional Services or Deployment Services to be provided by Lambent and any other related terms as agreed in writing between the Parties.

1.24 ***Subscription Service*** means Lambent's proprietary subscription-based solutions including the Lambent Platform all as more fully set out and described on the applicable Order Form.

1.25 ***Technical Support*** means Lambent's maintenance and support services for the Subscription Service.

1.26 ***Users*** means Admin Users and Non-Admin Users.

1.27 ***Work Product*** means any deliverables, content, reports, analyses or documentation developed by Lambent on behalf of the Customer and delivered to the Customer in the performance of any Deployment Services or Professional Services.

1.28 ***Zone Level Data*** means data that is reported on for a space that is a portion of a floor in a given building. There must be a minimum of at least two (2) zones in a floor for Zoned Level Data to apply.

1. SERVICES

1.1 *Services*. Lambent shall provide the Customer with the specific Services specified on an Order Form or SOW as the case may be. Any conflict between the terms and conditions set forth in this Agreement and any Order Form or SOW shall be resolved in favor of this Agreement unless an Order Form or SOW makes specific reference to the section of this Agreement that is to be amended in the Order Form or SOW. Any exceptions expressly agreed upon in writing by the Parties

pursuant to a particular Order Form or SOW will apply only for purposes of that Order Form or SOW and will not be deemed to in any way amend, modify, cancel, or waive the provisions of this Agreement for any other Order Form or SOW. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Lambent regarding future functionality or features.

1.2 *License Grant*. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set out on the applicable Order Form, Lambent hereby grants to Customer, solely during the term of the applicable Order Form, a non-exclusive, non-transferable (except as set out in Section 12.2) license (a) to access and use the Lambent Platform solely by Users and solely for Customer's internal business purposes or on behalf of an End Client (if an End Client is listed on the Order Form) and (b) to use the Lambent Data, including the Analyzed Data solely for Customer's internal business purposes or on behalf of its End Client. This license is restricted to use by the Customer, its Affiliates and its authorized Users and does not include the right to use the Subscription Service on behalf of any third party, other than an End Client. The Customer agrees: (a) that only Users are permitted to use the Subscription Service; (b) that it is responsible for Users' actions or failures to act in connection with activities contemplated under this Agreement, (c) that the use of the Subscription Service is solely for use in connection with the Licensed Site (and that changes to the configuration or location of the Licensed Site may incur additional fees) and (d) to otherwise take all commercially reasonable steps to protect the Subscription Service from unauthorized use and/or access.

1.3 *Licensed Volume.* The Customer acknowledges that access and use of the Subscription Service is licensed to the Customer for use solely at the Licensed Site and solely up to the number of Users or other metric purchased by the Customer and set out on the applicable Order Form (the "Volume Limitations"). In the event that the Subscription Service is used in excess of the Volume Limitations then the Customer shall be obligated to pay Lambent for the number of applicable Users etc., as the case may be, in excess of such Volume Limitations at the rates set forth in the Order Form.

1.4 *Affiliates Not Under Direct Order Form*. Subject to the terms of the Order Form, the Customer may make the Subscription Service available to its Affiliates provided that all licensing restrictions are complied with in each instance by each such Affiliate and that the Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates. Any license restrictions set out on an Order Form shall be deemed to apply to both the Customer and its Affiliates. Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates – except where the Affiliate has signed its own Order Form with Lambent for the Services pursuant to Section 2.5.

1.5 *Affiliates Under Direct Order Form.* In addition to Section 2.4, Customer's Affiliates may acquire Services subject to the terms and conditions of this Agreement by executing Order Forms or SOWs hereunder directly with Lambent. Each Order Form or SOW executed by an Affiliate hereunder shall incorporate the terms of this Agreement by reference and be deemed to be a two-party agreement between Lambent and such Affiliate. Each Affiliate executing an Order Form or SOW shall be solely responsible for its obligations pursuant to such Order Form or SOW as well as for the obligations to be performed pursuant to this Agreement and the liabilities arising out of this Agreement as if it was the named party instead of Customer. Customer shall have no obligations or liabilities as to such Order Form or SOW signed by its Affiliate and Lambent shall look solely to the Affiliate executing such Order Form or SOW.

1.6 *Devices*. Customer is responsible, at its own cost and expense, for providing, maintaining repairing all Devices for use in connection with the Subscription Service. Devices must be compatible with the Subscription Service as set forth in the applicable Documentation. The Customer is also responsible at its own cost and expense for procuring and maintaining the network connections that connect the Customer to the Subscription Service. Customer acknowledges that the Subscription Service may not be available to the extent Customer fails to meet its obligations in this Section 2.6.

2. FEES; PAYMENT TERMS

3.1 *Fees*. Customer agrees to pay Lambent for Services provided and expenses incurred in accordance with and at the rates specified in each Order Form and SOW as the case may be. Unless otherwise set forth on the Order Form or SOW, payment shall be due within thirty (30) days after receipt of Lambent's invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due. In addition to paying the applicable fees, Customer shall also pay all reasonable travel and out-of-pocket expenses incurred by Lambent in connection with any Services rendered provided that Customer has pre-approved of such travel and expenses in writing in advance. For purchases made by Customer from an Authorized Reseller, Customer agrees to pay the Authorized Reseller the fees as agreed by and between Customer and the Authorized Reseller in accordance with any payment terms agreed by and between Customer and such Authorized Reseller.

3.2 *Taxes*. Fees are exclusive of taxes. The Customer shall be responsible for the payment of all sales, use, VAT and similar taxes arising from or relating to the Services rendered hereunder, except for taxes related to the net income of Lambent and any taxes or obligations imposed upon Lambent under federal, state and local wage laws.

3. CONFIDENTIALITY

3.1 *Confidential Information*. During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("**Confidential Information**"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. The Customer Data shall be deemed Customer's Confidential Information. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "**Representatives**") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The Parties expressly agree that the terms and pricing of this

Agreement are Confidential Information and the Customer further agrees that neither it or any of its Users shall not publicly post any analysis or reviews of the Services without Lambent's prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

3.2 *Exclusions*. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

3.3 *Injunctive Relief*. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

4. WARRANTIES

4.1 *Subscription Service Warranty*. Lambent warrants that during the term of any Order Form for the Subscription Service, the Subscription Service will conform, in all material respects, with the Documentation. Lambent does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. Lambent makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, Lambent will, at no additional cost to the Customer, provide remedial services necessary to enable the Subscription Service to conform to the warranty. The Customer will provide Lambent with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Subscription Service has been utilized by the Customer and its Users in accordance with the Order Form and this Agreement.

4.2 *Professional and Deployment Services Warranty*. Lambent warrants that any Professional Services and Deployment Services provided hereunder shall be provided in a competent manner and in accordance with any specifications set out in the SOW or Order Form in all material respects. Lambent further warrants that any Work Product provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set out in the applicable SOW. If the Services are not performed as warranted or the Work Product does not so comply, then, upon the Customer's written request, Lambent shall promptly re-perform, or cause to be re-performed, such Professional Services or Deployment Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services, Deployment Services or the delivery of each applicable portion of the Work Product, as the case may be.

4.3 *Data Security*. Lambent agrees to use appropriate safeguards and comply with all applicable data protection laws, to prevent use or disclosure of the Customer Data other than as provided for by this Agreement. Lambent agrees to implement industry standard physical safeguards, technical safeguards and policy, procedure and documentation requirements that reasonably and appropriately protect the confidentiality, integrity and availability of the Customer Data.

4.4 *No Other Warranty*. LAMBENT DOES NOT REPRESENT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, CELLULAR NETWORKS, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 5 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY LAMBENT. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

5. LIMITATION OF LIABILITY.

5.1 *Limitation*. Except for a Party's gross negligence or willful misconduct, a Party's breach of its obligations in Section 4, a Party's indemnification obligations in Section 9 or violation of the other Party's intellectual property rights, (a) neither Party will be liable to the other or any third party for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages and (b) to the fullest extent permitted by applicable law, the total cumulative liability of each Party to the other Party for any and all claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the fees paid or payable by Customer to Lambent under the Order Form or SOW for the Services which form the subject of the claim during the twelve (12) month period immediately preceding the event giving rise to the claim. The provisions of this Agreement allocate risks between the Parties. The pricing set forth in each Order Form and SOW reflects this allocation of risk and the limitation of liability specified herein.

6. TERM

7.1 *Term*. The term of each Order Form shall begin on the effective date of the Order Form and shall continue for length of term set forth therein. The term of this Agreement shall begin on the Effective Date set forth above and will continue until (a) it is terminated in accordance with Section 7.2; or (b) there have been no Order Forms or SOWs in effect for a period of ninety (90) consecutive days, whichever occurs earlier. Unless otherwise expressly provided in the applicable Order Form, each Order Form for the Subscription Service shall automatically renew for additional terms of one (1) year each and shall be subject to a fee increase of five percent (5%) over the rates payable during the immediately preceding term, unless either Party notifies the other Party in writing at least ninety (90) days prior to the then current expiration date that it has elected not to renew such Order Form.

7.2 *Termination*. Notwithstanding the foregoing, either Party may terminate this Agreement or any Order Form or SOW (i) immediately in the event of a material breach of this Agreement or any such Order Form or SOW by the other Party that is not cured within thirty (30) days of written notice from the other Party, or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of an Order Form or SOW shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Order Forms and SOWs. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form and SOW.

7.3 *Effect of Termination*. Upon any termination or expiration of this Agreement or any applicable Order Form, Lambent shall no longer provide the applicable Services to the Customer and the Customer shall promptly cease and cause its Users to promptly cease using the Services. Upon any termination or expiration of this Agreement Lambent shall delete all Customer Data no earlier than thirty (30) days following such termination or expiration but in no event later than 180 days following such termination or expiration. The Customer shall pay Lambent for all fees that had accrued prior to the termination date. If the Order Form is terminated for any reason other than a termination as a result of Lambent's material breach, then Lambent shall be entitled to all of the Fees due under the applicable Order Form for the entire unexpired terminated portion of the term of such Order Form. If the Order Form is terminated as a result of Lambent's material breach, then Customer shall be entitled to a refund of the pro rata portion of any prepaid subscription fees paid by Customer to Lambent under this Agreement for the remaining unexpired terminated portion of the Term. Except as expressly provided herein, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Upon termination of this Agreement, each party shall promptly return or destroy all Confidential Information of the other party in its possession.

7.4 *Suspension*. Without limiting any of its other rights or remedies, Lambent reserves the right to suspend Customer's access to the Subscription Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Lambent (beyond any applicable notice and cure period), (iii) if Customer's use of the Subscription Service results in (or is reasonably likely to result in) damage to or material degradation of the Subscription Service that could interfere with Lambent's ability to provide access to the Subscription Service to other users, (iv) if the use or provision of the Subscription Service in connection with Customer's goods or shipments could expose Lambent to any legal risks or (v) if Lambent receives an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body, that expressly or by reasonable implication requires Lambent to suspend or terminate Customer and/or any authorized User's access to the Subscription Service.

7. OWNERSHIP; USE OF DATA; OBLIGATIONS

8.1 *Subscription Service*. The Customer acknowledges and agrees that as between Lambent and the Customer, all right, title and interest in and to the Subscription Service (but excluding any Customer Data) and including all modifications and configurations, all Lambent Data and all of Lambent's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to the Customer by Lambent in providing the Subscription Service and all derivatives thereof are and shall remain Lambent's or its licensors'. The Lambent name, all Lambent logos, and the product names associated with the Subscription Service are trademarks of Lambent or third parties, and no right or license is granted to use them. The Customer and its Users shall not remove any Lambent trademark or logo from the Subscription Service. Lambent shall have the right to collect, use and distribute aggregated information, analysis, statistics, related benchmarking algorithms and other data generated by the Subscription Service (or derived from the Customer's use of the Subscription Service) provided, however, that Lambent shall not disclose any such data unless such data is in an aggregated form that would not permit a third party to identify the data as associated with the Customer or any of its Users and Lambent may demonstrate how the Subscription Service is utilized on samples of Customer's floor plans and floors, solely for demonstration purposes to prospective customers, but only in a completely anonymized form that would not permit a third party to identify the floor plan as associated with the Customer or its location or facility.

8.2 *Customer Data*. The Customer retains ownership of all right, title and interest in and to all Customer Data. Customer hereby grants to Lambent a limited, worldwide, non-exclusive, non-transferable (except as set out in Section 11.2), royalty-free right to use, copy, display, transmit, and distribute the Customer Data solely as necessary to provide the Subscription Service to the Customer and solely during the term of this Agreement. Customer represents and warrants that Customer has the authority and right, including consent where required, to lawfully transfer to Lambent all Customer Data (including that of its End Client) and to use the Subscription Service on behalf of its End Client.

8.3 *Customer Obligations*. The Customer is responsible for all activities conducted under its User logins and for its Users' use of the Services and compliance with this Agreement. Unauthorized use, resale or commercial exploitation of the Subscription Service in any way is expressly prohibited. Without Lambent's express prior written consent in each instance, the Customer and its Users shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Service or access the Subscription Service in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Service. Except as expressly permitted in this Agreement, the Customer shall not use the Subscription Service on behalf of any third-party (other than an End Client) or allow any third party to use the Subscription Services. The Customer shall be liable for the use of the Services and any breach of this Agreement by any of its Users. In addition to Lambent's other remedies hereunder, Lambent reserves the right upon notice to the Customer to terminate any User's right to access the Subscription Service if such User has violated any of the restrictions contained in this Agreement. The Customer is solely responsible for all Customer Data. Lambent does not guarantee the accuracy, integrity or quality of the Customer Data. Neither the Customer nor its Users shall use the Subscription Service to: (a) send, upload or otherwise transmit any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any Customer Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Subscription Service or networks connected to the Subscription Service; or (e) violate any applicable law or regulation.

8.4 *Work Product*. The parties agree that unless otherwise expressly set forth in a SOW, Customer will have a non-exclusive, non-transferable (except as set forth in Section 11.2) license to use any Work Product developed by Lambent in the performance of any Professional Services or Deployment Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder, solely for Customer's internal use in connection with its use of the Subscription Service. Lambent retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product compiled or developed by Lambent in the performance of this Agreement.

8.5 *Lambent Data*. During the term of this Agreement, Lambent grants to the Customer a limited, worldwide, non-exclusive, non-transferable (except as set out in Section 11.2), royalty-free right to use the Lambent Data solely in connection with the Customer's permitted use of the Subscription Service. Unless Customer has purchased a longer data access/history retention plan (as set forth on the applicable Order Form) at all times during the term of this Agreement Customer will only have access to up to one year of Lambent Data (i.e. Lambent Data uploaded into the Subscription Service or generated via the Subscription Service during the prior twelve (12) month period). For the avoidance of doubt, unless Customer has purchased a longer data access/history retention plan Lambent will generally provide only the most recent year's Lambent Data to Customer.

8.6 *Feedback*. In the event Customer provides Lambent with Feedback, Customer hereby grants to Lambent an irrevocable, fully-paid up, non-exclusive, royalty-free, perpetual and worldwide license to use, reproduce, distribute, create derivative works of, publicly perform, and publicly display such Feedback in any medium or format, whether now known or later developed. Lambent acknowledges and agrees that Feedback is provided by Customer and its Users on an "AS IS" basis without warranty, indemnity, or liability of any kind.

8. INDEMNITY

9.1 *Lambent Indemnification*. Subject to Section 9.3 below, Lambent will indemnify, defend and hold the Customer and its Affiliates harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable legal fees) (collectively, "Losses") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against the Customer or any of its Affiliates alleging that the use of the Services or Work Product as permitted hereunder infringes any patent, copyright, trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services or Work Product in violation of this Agreement or applicable law, (b) use of the Services or Work Product after Lambent notifies the Customer to discontinue use because of an infringement claim, (c) any claim relating to any Customer Data or Customer provided materials, (d) modifications to the Services or Work Product made other than by Lambent (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Services or Work Product with materials, software or equipment which was not provided by Lambent, to the extent that the Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by Lambent with the Customer's custom requirements or specifications if and to the extent such compliance with the Customer's custom requirements or specifications resulted in the infringement. If the Services are held to infringe, Lambent will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect the Customer against such claim without cost to the Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Order Form or SOW and refund to the Customer any prepaid unused fees paid to Lambent for the infringing Services. The rights and remedies granted the Customer under this Section 9.1 state Lambent's entire liability, and the Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statute, common law or otherwise.

9.2 *Customer Indemnity*. Subject to Section 9.3 below, the Customer shall indemnify, defend, and hold Lambent and its Affiliates harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against Lambent or any of its Affiliates that arises out of or results from a claim arising out of the Customer Data or Customer's breach of Section 8.3.

9.3 *Indemnification Procedure*. The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's cost).

9. INSURANCE.

Lambent shall maintain in full force and effect during the term of this Agreement the following insurance: (a) Workers' compensation and employers' liability insurance with limits to conform with amounts required by applicable law; (b) Commercial general liability insurance with limits not less than one million dollars ($1,000,000) per occurrence/ two million dollars ($2,000,000) annual aggregate and (c) Professional liability (Errors and Omissions) including Cyber Insurance each with limits not less than one million dollars ($1,000,000) annual aggregate for all claims each policy year. As evidence of insurance coverage, upon request Lambent shall deliver certificates of insurance issued by Lambent insurance carrier showing such policies in force during the term of this Agreement

10. TECHNICAL SUPPORT.

During the term of the applicable Order Form, Lambent will provide Technical Support to Customer with respect to the Subscription Service at no additional fee. Support hours are Monday through Friday, from 9am – 5pm Eastern Time, excluding Lambent holidays ("Standard Support Hours"). Support is offered via email and telephone. All support cases should be routed through designated customer contacts. Customer shall provide Lambent with the name, email address and business phone number of each contact, and shall be responsible for updating this contact information from time to time. Lambent is not obligated to provide support if the Subscription Service has not been used in a manner consistent with the Documentation.

11. GENERAL

11.1 *Entire Agreement*. This Agreement, including all Order Forms and SOWs, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating to this Agreement and is binding upon the Parties and their permitted successors and assigns. Only a written

instrument that refers to this Agreement or the applicable Order Form or SOW and that are duly signed by the authorized representatives of both Parties may amend this Agreement or such Order Form or SOW. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by the Customer shall be of no force or effect, even if the purchase order is accepted by Lambent. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

11.2 *Assignment*. This Agreement shall be binding upon and for the benefit of Lambent, the Customer and their permitted successors and assigns. Neither Party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void; provided that either Party may assign this Agreement and all Order Forms and SOWs, without consent, as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets by providing written notice to the other Party. Lambent may use independent contractors or subcontractors to assist in the delivery of Services; provided, however, that Lambent shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their fees.

11.3 *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply.

11.4 *Disputes*. Any disputes between the Parties arising out of this Agreement shall be resolved as follows: Members of the senior management of both Parties shall meet to attempt to resolve such disputes. If a dispute cannot be resolved within fifteen (15) days, either Party may make a written demand for mediation. Within fifteen (15) days after such written notification, the Parties shall meet for one day with an impartial mediator. The costs and expenses of the mediator shall be shared equally by the Parties. If the dispute is not resolved by mediation, the dispute shall be settled by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in Boston, Massachusetts. The arbitrator shall be selected as provided in the Streamlined Arbitration Rules and Procedure. Unless provided otherwise herein, the arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator shall have no power to award damages inconsistent with this Agreement. No discovery shall be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the Party seeking discovery. All aspects of the arbitration shall be treated as confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a Party shall give written notice to all other Parties and shall afford such Parties a reasonable opportunity to protect their interests. The result of the arbitration shall bind the Parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each Party shall bear its own costs of the arbitration. The fees and expenses of the arbitrator shall be shared equally by the Parties. The parties agree that a party need not invoke the procedures set forth in this Section 12.4 in order to seek injunctive relief pursuant to Section 4.3.

11.5 *Headings*. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

11.6 *Relationship of the Parties*. Lambent and the Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

11.7 *Force Majeure*. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party.

11.8 *Notices*. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt to the address of the Party set forth on the applicable Order Form or (iii) by email to the email address set forth on the applicable Order Form provided receipt of such email is confirmed. Either Party may change its address by giving written notice of such change to the other Party.

11.9 *Modifications to Subscription Service*. Lambent may make modifications to the Subscription Service or particular components of the Subscription Service from time to time provided that such modifications do not materially degrade any functionality or features of the Subscription Service.

11.10 *Publicity*. The Customer hereby grants Lambent a non-exclusive license solely during the term of this Agreement to list the Customer's name and display the Customer's logo in the customer section of Lambent's website and to use the Customer's name and logo in Lambent's customer lists but only to the extent that other customers of Lambent are also listed on such list. Any other use by Lambent of the Customer's name, logo or trademark requires the Customer's prior written consent.

11.11 *Export; Government Rights*. Both Parties will comply with all applicable export regulations. The following provision applies only if Customer is a branch or agency of the United States Government or is purchasing the Subscription Service on behalf of the United States Government. The Subscription Service and the Documentation have been developed at private expense and are sold commercially. The Subscription Service is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Certain components of the Subscription Service may also be Commercially Available Off-the-Shelf (COTS) items, as defined in FAR 2.101. The Subscription Service and the Documentation are provided under any U.S. government contracts or subcontracts with the most restricted and the most limited rights permitted by law and regulation. Whenever so permitted, the government and any intermediate buyers will obtain only those rights specified in Lambent's standard commercial license. Thus, the Subscription Service referenced

herein, and the Documentation provided by Lambent hereunder, which are provided to any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations.

11.12 *No Third Party Beneficiaries*. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

11.13 *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

11.14 *Waiver and Severability*. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.