

OpsHub, Inc.

SOFTWARE LICENSE AND SERVICES AGREEMENT

YOUR USE OF THIS SOFTWARE IS GOVERNED BY THE TERMS OF THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (“AGREEMENT”). YOU MAY NOT USE THIS SOFTWARE UNLESS YOU HAVE ACQUIRED AND CONTINUE TO HOLD A VALID LICENSE FROM OPSHUB INC. (“OPSHUB”) OR ITS AUTHORIZED DISTRIBUTOR.

YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT: (I) BY SELECTING THE “I ACCEPT” OR “I AGREE” BUTTON ASSOCIATED WITH THIS AGREEMENT; (II) BY SIGNING A QUOTE OR OTHER ORDER REFERENCING THIS AGREEMENT; OR (III) BY INSTALLING, UPLOADING, ACCESSING, OR OTHERWISE COPYING OR USING ALL OR ANY PORTION OF THE SOFTWARE. A CONTRACT IS THEN FORMED BETWEEN OPSHUB AND EITHER YOU PERSONALLY, IF YOU ARE ACQUIRING THE LICENSE TO THE SOFTWARE FOR YOURSELF, OR THE COMPANY OR OTHER LEGAL ENTITY FOR WHICH YOU ARE ACQUIRING THE LICENSE TO THE SOFTWARE. IF YOU DO NOT AGREE OR DO NOT WISH TO BIND YOURSELF OR THE ENTITY YOU REPRESENT: (A) DO NOT INSTALL, UPLOAD, ACCESS, OR OTHERWISE COPY OR USE THE SOFTWARE; (B) SELECT THE “I REJECT” BUTTON BELOW THIS AGREEMENT (WHICH WILL CANCEL THE LOADING OF THE SOFTWARE); AND (C) WITHIN TEN (10) DAYS FROM THE DATE OF ACQUISITION, UNINSTALL AND RETURN THE SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION AND MATERIALS TO THE COMPANY FROM WHICH YOU ACQUIRED THE COPY OF THE SOFTWARE.

INSTALLATION, UPLOADING, ACCESS, OR OTHER COPYING OR USE OF THIS SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION OR MATERIALS EXCEPT AS PERMITTED BY THIS AGREEMENT IS UNAUTHORIZED AND CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND AN INFRINGEMENT OF THE COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS IN SUCH SOFTWARE, DOCUMENTATION, AND MATERIALS, WHICH MAY SUBJECT YOU TO LIABILITY FOR DAMAGES AS WELL AS CRIMINAL PENALTIES.

1. DEFINITIONS

1.1 “Free Version” means Software designated by OpsHub in writing as a “free version”.

1.2 “Install” means to place a copy of Software onto a hard disk or other storage medium through any means (including, but not limited to, use of an installation utility application accompanying the Software).

1.3 “License Term” means:

(i) with respect to any **Paid Version**, the period beginning on the effective date of the applicable Order and ending on the earlier of (A) the end of the License Term if such term is identified in the Order (or, if not so identified, then thirty (30) days after such effective date), and (B) the date the Order or License Term is terminated in accordance with the Order or this Agreement;

(ii) with respect to any **Trial Version**, the period beginning on the first date that such Software is delivered or otherwise made available to you by OpsHub or its authorized distributor and ending on the earlier of (A) thirty (30) days after such date and (B) the date that OpsHub terminates such License Term by written notice to you; and

(iii) with respect to any **Free Version**, the period beginning on the first date that such Software is delivered or otherwise made available to you by OpsHub or its authorized distributor and ending on the date that OpsHub or such authorized distributor terminates such License Term by written notice to you.

1.4 “Order” means, with respect to any Software to be licensed by OpsHub and/or Professional Services to be provided by OpsHub, a written quote, order, statement of work, or similar document executed by you and OpsHub that identifies such Software or Professional Services and the corresponding fees payable by you. Each Order is hereby incorporated into this Agreement.

1.5 “Paid Version” means Software that is identified in an effective Order and is designated as “Starter”, “Base” or “Ultimate”, or otherwise designated as a “paid version”, in such Order.

1.6 “Permitted Number” means a number that OpsHub may specify in the applicable User Documentation. The Permitted Number is one (1) unless otherwise specified in such User Documentation.

1.7 “Professional Services” means any consulting or other services to be provided by OpsHub to you pursuant to an Order.

1.8 “Professional Services Term” means, with respect to any Professional Services, the period beginning on the effective date of the applicable Order and ending on the earlier of (i) the end of the Professional Services Term if such term is identified in the Order (or, if not so identified, then the end of the License Term identified in or applicable with respect to such Order), and (ii) the date the Order or such Professional Services Term expires or is terminated in accordance with the Order or this Agreement.

1.9 “Software” means the computer program: (i) in which this Agreement is embedded; (ii) that is delivered prepackaged with this Agreement; or (iii) that is delivered or otherwise made available to you by OpsHub upon or in connection with your acceptance of this Agreement. If programs are delivered to you as part of a bundled package, suite, or series, the term Software shall include all programs delivered to you as part of that bundled package, suite, or series and described in the User Documentation.

1.10 “Territory” means the country in which you acquire the licensed copy of the Software, unless (i) you acquire such copy in a member country of the European Union or the European Free Trade Association, in which the case “Territory” means all the countries of the European Union and the European Free Trade Association, or (ii) otherwise specified in the User Documentation.

1.11 “Trial Version” means Software that is not a Free Version and is not (and has not previously been) a Paid Version.

1.12 “Uninstall” means to remove any Installed copy of the Software from any hard disk or other storage medium on which it was installed by you or on your behalf for your benefit.

1.13 “User Documentation” means any information and materials related to the Software or Professional Services that OpsHub or its authorized distributor delivers or otherwise makes available to You (whether by direct delivery, by incorporation into the Software, by inclusion in Software packaging, or via an invoice, email, facsimile, or otherwise), including but not limited to any license specifications, activation codes, instructions on how to use the Software, training materials, online community knowledge bases, and/or

technical specifications, but excluding any of Your Materials that may be incorporated into User Documentation for Your use in accordance with this Agreement.

1.14 “You” means you personally (i.e., the individual who reads and is prompted to accept this Agreement) if you acquire this license to the Software for yourself, or the company or other legal entity for which you acquire this license to the Software (but not the affiliates, subsidiaries or other related legal entities of such company or other legal entity).

1.15 “Your Materials” means Your proprietary materials, information, and intellectual property.

2 . SOFTWARE LICENSE

2.1 General. The Software is licensed, not sold. Subject to the provisions of this Agreement and your compliance with such provisions, OpsHub hereby grants you a limited, non-exclusive, non-transferable license to use the object code version of the Software only for your internal business operations at your principal place of business in the Territory, and only during the applicable License Term specified herein. The Software may not be used for service bureau purposes or to provide a service directly or indirectly to third parties. You may not relicense, rent, or lease the Software for third-party training or commercial time-sharing. You shall not distribute, sell, sublicense or otherwise transfer copies of the Software or any portion thereof, and shall not use the Software except as expressly permitted hereunder. You shall not adapt, translate, reverse engineer, decompile, or otherwise derive the source code for the Software or any of the related features of the Software or to allow third parties to do so. Unless otherwise set forth in the Order, you shall not use Software for competitive analysis, benchmarking, or to provide or attend third party training on the content and/or functionality of the Software. This Agreement does not include any provision of maintenance, installation, and/or configuration/implementation unless otherwise set forth in the Order. To the extent applicable, any open-source or other third-party software included in the Software is licensed subject to the terms of the applicable open-source or other third-party license conditions and/or copyright notices described in the User Documentation, which terms are hereby incorporated into this Agreement.

2.2 Trial Versions. With respect to any Trial Versions: (i) your use of the Software is limited to trial, non-production purposes only; (ii) you may Install and use only one copy of the Software and only for the

purpose of evaluation and demonstration; and (iii) you may not use the Software for commercial, professional, or other for-profit purposes.

2.3 **Software Components.** The Software is licensed to you as a single product and its components may not be separated for Installation, use, or distribution on more than one (1) computer (that is, one single programmable electronic device) unless expressly permitted by OpsHub in the applicable User Documentation.

2.4 **Termination.** Any License Term may be terminated by OpsHub if you are in material breach of this Agreement or the applicable Order and the breach is not cured within five (5) days after written notice of the breach. With respect to any Software, upon expiration or termination of the License Term, you shall: (i) immediately cease all use of the Software and any related User Documentation; (ii) within two (2) days after such expiration or termination, Uninstall all copies of the Software and either return such copies and User Documentation to OpsHub or the company from which they were acquired, if requested by OpsHub or such company, or else destroy all such copies and User Documentation. Upon OpsHub's request, you shall provide OpsHub with written evidence, reasonably satisfactory to OpsHub, showing that the foregoing actions have been taken.

2.5 **ALL RIGHTS RESERVED.** Notwithstanding any other provision of this Agreement or any Order, OpsHub (or its licensors) is the sole owner of the Software and User Documentation, and all modifications, enhancements, upgrades, and updates thereto (excluding any of Your Materials that may be incorporated into User Documentation for Your use in accordance with this Agreement), and all copyrights, trademarks, service marks, trade secrets, patents, and other intellectual property rights therein (registered or unregistered). You shall not acquire any rights in the Software or User Documentation other than the limited license expressly set forth in this Section 2. You agree that the Software and User Documentation are deemed the confidential information of OpsHub. You shall not: (i) remove or modify any program markings or any notice of OpsHub's proprietary rights; (ii) make the Software or User Documentation available in any manner to any third party for use in the third party's business operations; (iii) cause or permit reverse engineering, disassembly, or decompilation of the Software; or, (iv) without OpsHub's prior written consent, disclose results of any Software benchmark tests. You shall not tamper with, alter, modify, translate, enhance, or correct the Software.

2.6 License Fees. You shall pay OpsHub the license fees set forth in each Order, together with any other amounts (if any) payable by you as described in the Order, in accordance with the provisions of the Order and this Agreement.

2.7 Usernames and Passwords. To the extent required to access or use the Software as permitted by this Agreement, a username and password will be provided for each authorized user. OpsHub reserves the right to change or update (or require You to change or update) such usernames and passwords in its sole discretion from time to time. Each such username and password may only be used to access the Software during one (1) concurrent login session. You: (a) will provide OpsHub with information and other assistance as necessary to enable OpsHub to establish such usernames and passwords; (b) will verify all requests for such usernames and passwords; (c) are responsible for maintaining the confidentiality of all such usernames and passwords; (d) are solely responsible for all activities that occur under such usernames; and (e) will notify OpsHub promptly of any actual or suspected unauthorized use of Your account or any such username or password. OpsHub reserves the right to terminate access to the Software via any username or password that OpsHub believes may have been used by an unauthorized third party.

3. NO WARRANTY; LIMITATION OF LIABILITY

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY. OPSHUB MAKES NO REPRESENTATION AS TO THE SOFTWARE OR ITS CONFORMITY TO ANY SPECIFICATIONS AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL OPSHUB BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATED TO THE SOFTWARE, THE USER DOCUMENTATION, THE PROFESSIONAL SERVICES OR THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OPSHUB'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SOFTWARE, THE USER DOCUMENTATION, THE PROFESSIONAL SERVICES, THIS AGREEMENT OR ANY ORDER, WHETHER IN

CONTRACT, TORT OR OTHERWISE, IS LIMITED TO AN AMOUNT EQUAL TO THE AMOUNTS PAID BY YOU TO OPSSHUB WITH RESPECT TO THE APPLICABLE SOFTWARE OR ORDER DURING THE SIX (6) MONTHS PRIOR TO THE DATE OF THE INITIAL EVENT CAUSING OR RESULTING IN SUCH LIABILITY.

4. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and User Documentation are commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software and User Documentation by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

5. CONFIDENTIALITY

Each party (the “Receiving Party”) may have access to the information of the other party (the “Disclosing Party”), which shall be deemed confidential information if identified as such by the Disclosing Party or if the information by its nature is normally and reasonably considered confidential, such as information regarding the product, methodology, research, customers, business partners, business plans, and any information which provides a competitive advantage. The Software and User Documentation shall be deemed the confidential information of OpsHub. The Receiving Party shall protect the confidentiality of the Disclosing Party’s confidential information with the same degree of care it uses for its own confidential information (and at least a reasonable degree of care), shall use such information only to carry out this Agreement, and shall disclose such information only to its employees (or agents bound by confidentiality obligations at least as protective as set forth herein) with a need to know for that purpose. Subject to the license granted by this Agreement, materials containing confidential information shall remain the property of the Disclosing Party and shall be returned or (along with all copies) destroyed upon request. Information shall not be deemed confidential information if it: (i) is or becomes generally known to the public through no fault of the Receiving Party, its affiliates or their agents or representatives; (ii) is or becomes known to the Receiving Party without restriction from a third party other than as a result of a breach of contract or wrongful or tortious act; or (iii) is independently developed by the Receiving Party without reference to or reliance on

the Disclosing Party's confidential information. Confidential information may be disclosed to the extent required by applicable law, provided the Disclosing Party is given reasonable advance notice of such disclosure.

6. INTELLECTUAL PROPERTY INDEMNIFICATION FOR PAID VERSIONS

If, during the applicable License Term or within twelve (12) months thereafter, someone files a claim against you based upon the infringement by a Paid Version of (i) any U.S. patent right of which OpsHub is aware at the time of its provision of such Paid Version or (ii) any copyright, OpsHub will indemnify you against the claim if you do the following:

- notify OpsHub promptly in writing, not later than 30 days after you receive notice of the claim;
- give OpsHub sole control of the defense and any settlement negotiations; and
- give OpsHub the information, authority, and assistance OpsHub needs to defend against or settle the claim.

If OpsHub believes that any of the Software may have violated someone else's intellectual property rights, OpsHub may choose to (a) modify the Software to be non-infringing while preserving substantially equivalent functionality; (b) obtain for you a license to continue using the Software; or (c) terminate the applicable Order or License Term, require the return of the Software and refund to you a pro-rata portion of any pre-paid license fees paid to OpsHub hereunder for the unexpired portion of the applicable License Term (which for this purpose shall be deemed to be five (5) years with respect to any perpetual license). OpsHub will not indemnify you if you alter the Software or use it outside the scope of use identified in this Agreement and the User Documentation or if you use a version of the Software which has been superseded if the infringement claim could have been avoided by using an unaltered then-current version of the Software which was provided to you. OpsHub will not indemnify you to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by OpsHub. OpsHub will not indemnify you to the extent that an infringement claim is based upon the combination of any Software with any products or services not provided by OpsHub. This section provides your exclusive remedy for any infringement claims or damages.

7. PROFESSIONAL SERVICES

7.1 Performance and Warranty. During the applicable Professional Services Term, OpsHub shall provide the Professional Services in a professional manner as set forth in the applicable Order. For Orders labelled as “time and materials”, OpsHub warrants that the Professional Services, and the deliverables provided by OpsHub pursuant to such Order (“Deliverables”), will substantially conform to the applicable specifications set forth in the Order. Such warranty does not extend to any modification of such Deliverables by anyone other than OpsHub or its agents, or use of such Deliverables in an operating environment that differs materially from the applicable specifications set forth in the applicable Order. In the event of a breach of the foregoing warranty, and provided that OpsHub is given detailed written notice describing such breach within thirty (30) days after the delivery of such Deliverable, OpsHub at its own expense shall (i) repair such Deliverable, (ii) replace such Deliverable with a Deliverable of substantially similar functionality, or (iii) if neither of the foregoing is reasonably practicable, refund an equitable portion of the fees paid hereunder with respect to such Deliverable. The preceding sentences of this paragraph state your sole remedy and OpsHub’s entire liability for breach of the foregoing warranty or otherwise with respect to any failure of Professional Services or Deliverables to conform to specifications.

7.2 Fees. You shall pay OpsHub fees for Professional Services as set forth in the applicable Order or, if not set forth in the Order, then on a time and materials basis at the rates set forth in OpsHub’s then-current rate sheet or price list. You shall reimburse OpsHub for all reasonable travel and related living expenses incurred by OpsHub in connection with the provision of the Professional Services. Except as otherwise set forth in the applicable Order, all such fees and reimbursable expenses are due within thirty (30) days after your receipt of the invoice therefor. If you fail to make payments when due under this Section 7, OpsHub may suspend the provision of the Professional Services until payment is received and may charge you a late fee on the overdue amount from the date such amount became due at the lesser rate of 1.5% per month or the maximum rate permitted by applicable law.

7.3 Ownership. Subject to the provisions of Section 2.5 above and Sections 7.4 and 7.5 below, and subject to fulfillment of your payment obligations under the applicable Order, you shall own and have all right and title in all Deliverables delivered by OpsHub to you which are first developed by OpsHub in connection with its performance of Professional Services under such Order.

7.4 Open Source Software. Any third-party open-source software included in the Deliverables is licensed under the existing terms and conditions of the applicable open-source license agreement.

7.5 OpsHub Materials. Notwithstanding any other provision of this Agreement, OpsHub shall retain all right, title, and interest in and to, including any intellectual property rights with respect to, (i) any source code, object code, know-how, materials and information created by OpsHub or its licensors prior to the performance of Professional Services hereunder or independently of the Professional Services (and any derivative works, modifications, and enhancements thereto) and (ii) any source code, object code or know-how created by OpsHub in connection with the Professional Services that is generally applicable and not specific to your particular applications, systems or products, and represents functionality already readily available to the public (collectively, “OpsHub Materials”). Subject to the provisions of Section 2.5 above, and subject to fulfillment of your payment obligations under the applicable Order, OpsHub hereby grants you a worldwide, royalty-free, non-exclusive license to use OpsHub Materials (excluding the Software, User Documentation, and any other commercially available OpsHub products, and all modifications, enhancements, upgrades and updates thereto) as necessary for your use of the Deliverables into which such OpsHub Materials were incorporated, provided that (A) you may not publish, re-sell, rent, lease, sublicense, assign or distribute any such OpsHub Materials other than as part of such Deliverables, (B) you may sublicense the foregoing rights to your third-party contractors as necessary for their performance of services to you related to the Deliverables, and (C) you may not publish, re-sell, rent, lease, sublicense or distribute the source code to such OpsHub Materials other than to your third-party contractors pursuant to the foregoing clause (B).

7.6 Termination. Unless otherwise set forth in the Order, either OpsHub or you may terminate any Professional Services Term upon written notice to the other.

8. GENERAL

8.1 No Assignment; Insolvency. You may not assign or transfer this Agreement or any rights or obligations hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) or give or transfer the Software or an interest in it to another individual or entity, and any

purported assignment or transfer by you shall be void. If you grant a security interest in the Software, the secured party has no right to use or transfer the Software. The License Term and the licenses granted hereunder shall terminate without further notice or action by OpsHub if you become bankrupt or insolvent, make an arrangement with your creditors, or go into liquidation.

8.2 Choice of Law. This Agreement shall be governed by the substantive and procedural laws of the State of California, U.S.A., without reference to conflict-of-laws principles and excluding the UN Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code, and the Uniform Computer Information Transactions Act. You and OpsHub agree to submit to the exclusive jurisdiction of, and venue in, the courts in Santa Clara County in California in any dispute arising out of or relating to this Agreement. Except for actions for nonpayment or breach of OpsHub's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

8.3 Entire Agreement. With respect to their subject matter, this Agreement, each Order and the applicable User Documentation constitute the entire agreement between us and supersede any other previous or contemporaneous communications, agreements, representations, warranties, or advertising. Any modifications to this Agreement or any Order shall be invalid unless made in writing and signed by a duly authorized representative of OpsHub. If you issue a purchase order or other document regarding the Software or Professional Services, such an instrument will be deemed for your internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement. Termination of any Order shall not terminate this Agreement.

8.4 Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or affect the legality, validity, or enforceability of any other provision of this Agreement.

8.5 No Waiver. No term or provision hereof will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No waiver (whether express or implied) will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

8.6 Export Compliance. You represent that you are not named on any United States government denied-party list. You agree not to export, re-export, or transfer, directly or indirectly, any technical data acquired from us, or any products utilizing such data, in violation of United States export laws or regulations. You shall not permit any person or entity to access or use the Services (i) if such person is a resident of a country embargoed by the United States, (ii) if such person is a foreign person or entity blocked or denied by the United States government, or (iii) otherwise in violation of United States export laws or regulations.

8.7 Injunctive Relief. Either party may seek to enforce its rights hereunder with respect to the protection of its confidential information or intellectual property through temporary or permanent injunctive relief, which shall be in addition to any other available relief and which shall not require a bond or security. Each party acknowledges that any breach by a party of its obligations hereunder with respect to the confidential information or intellectual property rights of the other party might constitute immediate, irreparable harm to such other party for which monetary damages would be an inadequate remedy.

8.8 Taxes. Fees payable hereunder do not include any taxes, levies, duties, export or import fees, or other governmental assessments of any nature, including but not limited to value-added sales, use or withholding taxes, imposed or assessed by any jurisdiction (collectively, "Taxes"). You are responsible for the payment of all Taxes (other than Taxes assessable against us based on OpsHub's income) associated with your receipt and use of the Software and receipt of Professional Services. If OpsHub has a legal obligation to pay or collect Taxes for which you are responsible under this Section, OpsHub will invoice you and you will pay that amount unless you provide OpsHub with a valid tax exemption certificate authorized by the appropriate taxing authority.

8.9 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

8.10 Construction. Ambiguities in this Agreement will not be construed against the drafter.