

MASSIV.IO ENTERPRISE LICENSE AGREEMENT

Welcome to Massiv.io, Inc.'s ("Massiv.io", "we", or "us")! Before you download and/or use our enterprise software, we need you to agree to a special set of terms in this Software License Agreement (the "Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. THESE TERMS AND CONDITIONS GOVERN YOUR USE OF THE SOFTWARE (AS DEFINED BELOW), UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR THAT PURPOSE. WE'RE ONLY WILLING TO LICENSE THE SOFTWARE TO YOU IF YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY INSTALLING OR USING THE SOFTWARE OR BY CLICKING "I ACCEPT" BELOW, OR SIGNING AN ORDER FORM, YOU ARE CONFIRMING THAT YOU UNDERSTAND THIS AGREEMENT, AND THAT YOU ACCEPT ALL OF ITS TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT, IN WHICH CASE "YOU" WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DON'T HAVE SUCH AUTHORITY, OR IF YOU DON'T ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU, AND YOU MAY NOT DOWNLOAD, INSTALL, OR USE IT.

1. Definitions. Here are some definitions we use in this Agreement. If you see a capitalized word that isn't listed here, it will be defined somewhere in the Agreement.

The "Agreement Effective Date" is the earlier of the date that you either click "I Accept" to the terms and conditions of this Agreement, or that you first place an order for Software or Services.

"Documentation" means any manuals, documentation and other supporting materials related to the Software that we generally provide to our customers. Documentation is considered part of the Software.

"Fees" means both: (i) the fees you're required to pay us to use the Software during the applicable License Term, as such fees are reflected on each applicable Order Form; and (ii) the fees you're required to pay us for any Services you engage us to perform, as such fees are reflected on each applicable SOW.

"License Key" means a data file utilized by the Software's access control mechanism that allows you to use the Software during the License Term.

"License Term" means one (1) year from the applicable Order Effective Date.

The "Order Form" is a written or electronic form that we'll give you to order Software (or that we'll use to order Software on your behalf, once we've gotten your authorization). Upon execution by the parties (or, in the case of an electronic orders, confirmation and placement of the order), each Order Form will be subject to the terms and conditions of this Agreement.

The "Order Effective Date" is the effective date of each Order Form.

"Seats" mean the number of User accounts for the Software that you're authorized to create. The number of Seats is specified in the applicable Order Form. Only one User can use a Seat at a time. Multiple Users aren't allowed to use the same Seat.

"Services" means training, consulting, or implementation services that we provide to you pursuant to a mutually executed Statement of Work. Services do not include support.

"Software" means the object-code/obfuscated source code version of our proprietary enterprise software application. Software includes any applicable Documentation, as well as any Updates to the Software that we provide you or that you can access under this Agreement.

1 "Statement of Work" or "SOW" means a mutually executed statement of work detailing the Services we'll perform for
2 you, their price, and your related obligations (if any).

3 An "Update" is a Software release that we make generally available to our customers, along with any corresponding
4 changes to Documentation. An Update may be an error correction or bug fix, generally indicated by a change in the
5 digit to the right of the second decimal point (e.g., a change from version x.x.x to x.x.y); or it may be an
6 enhancement, new feature, or new functionality, generally indicated by a change in the digit to the right of the first
7 decimal point (e.g., x.x.x to x.y.x) or to the left of the first decimal point (e.g., x.x.x to y.x.x).

8 A "User" is a single person or machine account that initiates the execution of the Software and/or interacts with or
9 directs the Software in the performance of its functions. The number of Users shouldn't exceed the number of Seats
10 you've licensed from us.

11 **2. License Grant.** Subject to your compliance with the terms of this Agreement (including, among other things,
12 paying the Fees you owe us), we hereby grant you a non-exclusive, non-transferable, worldwide, royalty-free,
13 limited-term license to install, execute, and use a single production instance of the Software for your internal
14 business purposes during the applicable License Term, in accordance with the Documentation, and only for the
15 number of Seats that you've paid for. You can make copies of the Software for non-production purposes only,
16 provided that you reproduce all copyright and other proprietary notices that are on the original copy of the
17 Software. Your agents and contractors can use the Software too, so long as they're using it on your behalf, and
18 provided that you agree to be fully responsible for their behavior under this Agreement.

19 **3. Restrictions.** We license the Software to you – we don't sell it. As between us, we own all right, title and interest
20 in and to the Software, and any intellectual property rights associated with it and with our company. We reserve all
21 rights in and to the Software that we don't expressly grant you in this Agreement. You agree not to, nor permit nor
22 authorize any third party to: (i) sublicense, sell, rent, lease, transfer, assign, or distribute the Software to third
23 parties; (ii) host the Software for the benefit of third parties; (iii) disclose or permit any third party to access the
24 Software, except as expressly permitted in Section 2, above; (iv) hack or modify the License Key, or try to avoid or
25 change any license registration process we may implement; (v) modify or create derivative works of the Software, or
26 merge the Software with other software; (vi) disassemble, decompile, bypass any code obfuscation, or otherwise
27 reverse engineer the Software or attempt to derive any of its source code, in whole or in part, except to the extent
28 such activities are expressly permitted by law or applicable license notwithstanding this prohibition; (vii) modify,
29 obscure, or delete any proprietary rights notices included in or on the Software or Documentation; (viii) otherwise
30 use or copy the Software in a manner not expressly permitted by this Agreement; or (ix) use any Software that we
31 license to you beyond its applicable License Term.

32 **4. Seats.** Remember, only one User can use a Seat at a time. Multiple Users aren't allowed to use the same Seat,
33 and only one human being can be associated with a particular User account. If you want to swap out, delete, or
34 suspend a User, you can do that, and then assign a new User to the open Seat. If you find that you need more
35 Seats, that's great – we're here to help! Just submit a new request through our website or via our sales team, and
36 pay for the additional Seats (a new Order Form will be generated). If and when you add additional Seats to your
37 subscription, you'll pay Fees for those seats at the then-current price, prorated for the balance of the applicable
38 License Term. When the time comes to renew your Seats for another year-long License Term, we'll invoice you for
39 all of your Seats at once, at the then-current price (we reserve the right to change our prices at any time, but the
40 new prices won't affect you until it's time to renew your license for another year). You agree that any orders that you
41 make (or that you authorize us to make on your behalf) for additional Seats during the term of this Agreement will be
42 governed by this Agreement.

43 **5. Verification.** From time to time, we may have reason to make sure that you're not using extra Seats without
44 paying for them. You agree to cooperate with us to achieve that goal. To help us verify the number of Seats you're

1 actually using, you agree to promptly give us any usage files and reports that your instance of the Software
2 generates, if and when we ask for them. We might also (or instead) ask one of your officers to certify the number of
3 Seats that you're actually using. You agree to provide such a certification if we ask for it. If we determine that you're
4 using more Seats than you've paid for, in addition to any other remedies we might have at law or in equity, you
5 agree to pay us the then-current Fees for the additional Seats you're using, starting from the date you began using
6 each Seat.

7 **6. Government Users.** No technical data or computer software is developed under this Agreement. The Software
8 and Documentation have been developed solely with private funds, and are considered "Commercial Computer
9 Software" and "Commercial Computer Software Documentation" as described in FAR 12.212, FAR 27.405-3, and
10 DFARS 227.7202-3, and are licensed to the to the U.S. Government end user as restricted computer software and
11 limited rights data. Any use, disclosure, modification, distribution, or reproduction of the Software or Documentation
12 by the U.S. Government or its contractors is subject to the restrictions set forth in this Agreement.

13 **7. Delivery.** Promptly after the applicable Order Effective Date, we'll make the Software and the License Key
14 available for you to download on a secure, password-protected website, or will provide access to a running instance
15 on one of our or a partner's sites, depending on the on-site or software as a service choice that you make. As
16 Updates become available, we'll make those available for you to download on the same website. You're responsible
17 for maintaining the confidentiality of all of your usernames and passwords, including the ones you use to download
18 the Software. You agree that you'll be responsible for any activity that takes place using your usernames and
19 passwords (whether you knew about it or not).

20 **8. Services.** Our Services can help you get the most out of the Software. If you want Services, let us know, and
21 we'll work with you to prepare a SOW that describes the date, time, location, and objectives of the Services, as well
22 as the price. Each SOW will be binding once we both sign it, and you agree that any Services we provide to you
23 (whether pursuant to a SOW or not) will be governed exclusively by the terms of this Agreement. In the event of any
24 conflict between the terms of this Agreement and any SOW, the terms of this Agreement will control. Provided you
25 comply with the terms of this Agreement (including, among other things, paying us the Fees you owe us), we'll
26 perform the Services described in each SOW, according to the timeframes set forth in that SOW. We'll control the
27 manner and means by which the Services are performed, and we reserve the right to determine which personnel we
28 assign to perform Services for you. Provided we remain responsible for all of their acts and omissions, we can use
29 third parties to help us perform the Services. You acknowledge that we will retain all right, title and interest in and to
30 anything we use or develop in connection with performing Services for you, including, among other things, software
31 programs, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how. To the extent
32 we deliver anything to you during the course of performing Services, we grant you a non-exclusive, non-
33 transferable, worldwide, royalty-free, limited-term license to use those deliverables during the term of this
34 Agreement, solely in conjunction with your use of the Software.

35 **9. Term and Termination.**

36 **9.1 Term.** This Agreement starts on the Agreement Effective Date and will continue in effect for one (1) year (the
37 "Initial Term"), unless otherwise indicated in the order form, at which time, so long as you choose to renew your
38 Software license for additional License Terms (which, to be clear, you're under no obligation to do), this Agreement
39 will automatically continue in effect for additional one (1) year terms (each, a "Renewal Term") until this Agreement
40 is either terminated by a party or expires in accordance with this Section 8. We'll notify you at least sixty (60) days
41 before the end of the Initial Term and each Renewal Term that it's time for you to renew your Software license. If
42 you want to renew, let us know. We'll generate a new Order Form for you, and make a new License Key available
43 for you to download that will let you use the Software for another License Term.

1 9.2 *Termination for Convenience; Automatic Expiration.* Either of us can terminate this Agreement for our
2 convenience at the end of the Initial Term or any Renewal Term by providing written notice to the other at least thirty
3 (30) days before the end of the Initial Term or any Renewal Term. This Agreement will automatically expire without
4 the requirement of notice if, at the end of the Initial Term or any Renewal Term, you decide not to pay the Fees
5 required to renew your Seats for an additional License Term.

6 9.3 *Termination for Breach.* We can terminate this Agreement immediately upon notice to you if you breach any part
7 of it, and you fail to cure the breach within thirty (30) days of us notifying you of it. That said, there are certain kinds
8 of breaches that we take much more seriously, and that can really damage us. We therefore reserve the right to
9 terminate this Agreement immediately upon written notice to you, but without giving you a cure period, if you breach
10 any of the terms of this Agreement relating to our intellectual property (including your compliance with the license
11 grant and any license restrictions) or our Confidential Information (defined below).

12 9.4 *Effect of Termination.* When this Agreement terminates or expires: (i) the License Term for any Software in your
13 possession will immediately end, and any outstanding SOWs will immediately terminate; (ii) you'll no longer have
14 the right to use the Software, and any licenses we grant you in this Agreement will automatically cease to exist as of
15 the date of termination/expiration; (iii) if you owed us any money prior to termination/expiration, you'll need to pay us
16 all that money immediately; (iv) you'll destroy all copies of the Software in your possession or control, and certify in
17 writing to us that you've done so; and (v) each of us will promptly return to the other (or, if the other party requests it,
18 destroy) all Confidential Information belonging to the other. You'll still be able to access the Software to migrate
19 your data for ninety (90) days after termination or expiration of this Agreement, but you won't be allowed to use the
20 Software on a production basis during that time. We encourage you to keep copies of your data outside of the
21 Software itself, because if the Software gets disabled, you won't have access to the data you've stored there (and
22 we won't be liable to you if that happens). Sections 1, 3, 5, 6, 8, 9.2, 9.3, 9.4, 11, 12.2, and 13-17 will survive the
23 termination or expiration of this Agreement for any reason.

24 10. Support.

25 10.1 *Support Times.* Provided that you've paid us the Fees you owe us, we'll provide you with technical support for
26 the Software as quickly as possible during our normal operating hours. We currently only offer support via email
27 (write to us at support@massiv.io) or web-based ticketing (through support.massiv.io). You can contact our amazing
28 support team to help answer your questions on installing and using the Software, identifying and verifying the
29 causes of suspected errors in the Software, and helping you find workarounds for Software malfunctions. Though
30 we'll do our best to respond to automated support requests, we typically need more information than an automated
31 ticketing system can give us to solve your issue. Whenever possible, please initiate any support requests from a
32 person or machine that our support team can interact with. We like the personal touch.

33 10.2 *Updates.* We'll make Updates available to you on the same secure website where you downloaded the
34 Software and the License Key. You are required to allow the software to update within 4 weeks of an update being
35 released. No support or updates for older versions will be provided.

36 10.3 *Exclusions.* We might not be able to correct every problem we find, but we'll use our reasonable efforts to
37 correct any material, reproducible errors in the Software that you make us aware of. We might ask for your help in
38 reproducing the error for us. Please - don't do things with our Software that would make it harder for us to help you.
39 We won't be responsible for supporting you in those circumstances, which include, among other things: (i) someone
40 (other than us) modifying the Software; (ii) changing your operating system or environment in a way that adversely
41 affects the Software or its performance; (iii) using the Software in a manner for which it was not designed, or other
42 than as authorized under this Agreement; or (iv) accident, negligence, or misuse of the Software. Please comply
43 with "10.2 Updates" as we do not support legacy versions of the Software.

1 11. **Payment.** You agree to pay the Fees to us in full, without deduction or setoff of any kind, in U.S. Dollars (unless
2 the Order Form says otherwise), within 30 days of the date of the invoice we send you related to the applicable
3 SOW or Order Form. Amounts payable under this Agreement are nonrefundable, except as provided in Section
4 12.1. If you don't pay us on time, we reserve the right, in addition to taking any other action that we see fit, to charge
5 you interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less,
6 and to additionally charge all expenses of recovery. You are solely responsible for all taxes, fees, duties and
7 governmental assessments (except for taxes based on Massiv.io's net income) that are imposed or become due in
8 connection with the subject matter of this Agreement.

9 12. **Limited Warranties**

10 12.1 *Limited Warranties.* We offer you (and only you) the following limited warranties: (i) that the unmodified
11 Software, at the time we make it available to you for download, will not contain or transmit any malware, viruses, or
12 worms (otherwise known as computer code or other technology specifically designed to disrupt, disable, or harm
13 your software, hardware, computer system, or network); (ii) that any Services we perform for you under this
14 Agreement will be performed in a good and workmanlike manner, by appropriately qualified personnel (you just
15 need to let us know about a problem within thirty (30) days of the date the Services were performed); and (iii) that,
16 for ninety (90) days from the date the Software is made available for download, the unmodified Software will
17 substantially conform to its Documentation. We don't warrant that your use of the Software will be uninterrupted, or
18 that the operation of the Software will be error-free. These warranties won't apply if you modify the Software, or if
19 you use the Software in any way that isn't expressly permitted by this Agreement and the Documentation. Our only
20 obligation, and your only remedy, for any breach of these limited warranties will be, at our option and expense, to
21 either (i) repair the Software; (ii) replace the Software; or (iii) terminate this Agreement with respect to the defective
22 Software, and refund the Fees you've paid for the defective Software during the then-current License Term once
23 you've returned it to us (or destroyed it).

24 12.2 *Disclaimer.* THE LIMITED WARRANTIES DESCRIBED ABOVE ARE THE ONLY WARRANTIES WE MAKE
25 WITH RESPECT TO THE SOFTWARE, SERVICES AND OUR TECHNICAL SUPPORT. WE DON'T MAKE ANY
26 OTHER WARRANTIES, AND WE HEREBY SPECIFICALLY DISCLAIM ANY OTHER WARRANTIES, WHETHER
27 EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF
28 MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES
29 OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR
30 INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU GET FROM US OR ANYWHERE ELSE WILL
31 CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. NO SUPPLIER
32 OR LICENSOR OF COMPONENTS OF OUR SOFTWARE OR SERVICES IS PROVIDING ANY DIRECT
33 WARRANTY FROM SUCH SUPPLIER OUR CLIENT.

34 13. **LIMITATION OF LIABILITY.**

35 13.1 *Waiver of Consequential Damages.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO
36 EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL,
37 PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR
38 FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS
39 AGREEMENT, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON
40 CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND
41 WHETHER OR NOT WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

42 13.2 *Limitation of Total Liability.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL
43 CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THIS AGREEMENT, FROM ALL CAUSES OF

1 ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES YOU'VE
2 ACTUALLY PAID US DURING THE 12 MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

3 13.3 *Basis of Bargain*. You understand and agree that we've set our prices and entered into this Agreement with you
4 in reliance upon the limitations of liability set forth in this Agreement, which allocate risk between us and form the
5 basis of a bargain between the parties.

6 14. Indemnification.

7 14.1 *Our Indemnification Obligation*. We'll defend or settle, at our option and expense, any third-party claim brought
8 against you to the extent that it's based on an allegation that your use or possession of the Software as permitted
9 under this Agreement infringes a copyright or misappropriates a trade secret of any third party (each, a "Claim"),
10 and, subject to Section 13, we'll pay all damages and costs (including reasonable legal fees) finally awarded by a
11 court of final appeal attributable to such a Claim, provided that you notify us in writing of any such Claim as soon as
12 reasonably practicable and allow us to control, and reasonably cooperate with us in the defense of, any such Claim
13 and related settlement negotiations.

14 14.2 *Exclusions*. You understand that we'll have no obligation to indemnify you for any Claim that's based on (i) the
15 modification of the Software, unless we were the ones who made the modifications; (ii) your use of the Software
16 other than as authorized by this Agreement and the Documentation; (iii) your failure to use updated or modified
17 Software that we make available to you that would have helped avoid or mitigate the Claim; (iv) your failure to stop
18 using the Software after receiving written notice to do so from us in order to avoid further infringement or
19 misappropriation; or (v) the combination, operation or use of the Software with equipment, devices, software,
20 systems, or data that we didn't supply (subparts (i)-(v) may be referred to collectively as "Indemnity Exclusions"); (vi)
21 if the total aggregate fees received by Massiv.io with respect to your license to Software or subscription in the 12
22 month period immediately preceding the claim is less than US\$25,000.

23 14.3 *Right to Ameliorate Damages*. If your use of the Software is, or in our reasonable opinion is likely to be, subject
24 to a Claim under Section 14.1, we may, at our sole option and at no charge to you (and in addition to our indemnity
25 obligation to you in Section 14.1): (i) procure for you the right to continue using the Software; (ii) replace or modify
26 the Software so that it is non-infringing and substantially equivalent in function to the original Software; or (iii) if
27 options (i) and (ii) above are not commercially practicable in our reasonable estimation, we can terminate this
28 Agreement and all licenses granted hereunder (in which event, you will immediately stop using the Software) and
29 refund the Fees that you paid us for the then-current License Term.

30 14.4 *Sole Remedy*. THIS SECTION 14 SETS FORTH OUR SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR
31 SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO CLAIMS OF INFRINGEMENT OR
32 MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

33 14.5 *Your Indemnification Obligation*. Because we can't know what you're doing with the Software behind your
34 firewall, except to the extent that we're obliged to indemnify you in Section 14.1 above, you will defend, indemnify,
35 and hold us harmless from and against any claims that may arise out of or that are based upon (i) your breach of
36 this Agreement; (ii) content that you upload to the Software; or (iii) an Indemnity Exclusion.

37 15. Confidentiality.

38 15.1 *Definition of Confidential Information*. For the purposes of this Agreement, "Confidential Information" means
39 any business or technical information that either one of us discloses to the other, in writing, orally, or by any other
40 means, and including things like computer programs, code, algorithms, data, know-how, formulas, processes, ideas,
41 inventions (whether patentable or not), schematics and other technical, business, financial, and product
42 development plans, names and expertise of employees and consultants, and customer lists. For the purposes of this

1 Agreement, except as expressly set forth in Section 17.2 below, the source code of our Software will be deemed to
2 be Massiv.io's Confidential Information, regardless of whether it is marked as such.

3 **15.2 Restrictions on Use and Disclosure.** Neither of us will use the other party's Confidential Information, except as
4 permitted under this Agreement. Each of us agrees to maintain in confidence and protect the other party's
5 Confidential Information using at least the same degree of care as we use for its own information of a similar nature,
6 but in all events at least a reasonable degree of care. Each of us agrees to take all reasonable precautions to
7 prevent any unauthorized disclosure of the other's Confidential Information, including, without limitation, disclosing
8 Confidential Information only to its employees, independent contractors, consultants, and legal and financial
9 advisors (collectively, "Representatives") (i) with a need to know such information, (ii) who are parties to appropriate
10 agreements sufficient to comply with this Section 15, and (iii) who are informed of the nondisclosure obligations
11 imposed by this Section 15. Each of us will be responsible for all acts and omissions of our Representatives. The
12 foregoing obligations won't restrict either of us from disclosing Confidential Information of the other party pursuant to
13 the order or requirement of a court, administrative agency, or other governmental body, provided that the party
14 required to make such a disclosure gives reasonable notice to the other party to enable them to contest such order
15 or requirement. The restrictions set forth in this Section 15 will survive the termination or expiration of this
16 Agreement.

17 **15.3 Exclusions.** The restrictions set forth in Section 15.2 will not apply with respect to any Confidential Information
18 that: (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or becomes
19 rightfully known to the receiving party without confidential or proprietary restriction from a source other than the
20 disclosing party who has a right to disclose it; (iii) is approved by the disclosing party for disclosure without
21 restriction in a written document which is signed by a duly authorized officer of such disclosing party; or (iv) the
22 receiving party independently develops without access to or use of the other party's Confidential Information.

23 **16. Governing Law and Jurisdiction.** This Agreement will be governed by and interpreted in accordance with the
24 laws of the State of California, without giving effect to any principles of conflict of laws. The parties expressly agree
25 that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer
26 Information Transactions Act will not apply to this Agreement. Any legal action or proceeding arising under, related
27 to or connected with this Agreement will be brought exclusively in the federal (if they have jurisdiction) or state
28 courts located in San Francisco, California and the parties irrevocably consent to the personal jurisdiction and venue
29 there.

30 **17. Miscellaneous.**

31 **17.1 Assignment.** You aren't allowed to assign or transfer any of your rights or obligations in this Agreement, in
32 whole or in part, by operation of law or otherwise, without our prior written consent, and any attempt by you to do so
33 without our consent will be null and void. We can assign this Agreement in its entirety, upon notice to you but
34 without the requirement to obtain consent, in connection with a merger, acquisition, corporate reorganization, or sale
35 of all or substantially all of our business or assets.

36 **17.2 Severability.** In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to
37 be illegal, invalid, or unenforceable, the court will modify or reform this Agreement to give as much effect as possible
38 to that provision. Any provision that can't be modified or reformed in this way will be deemed deleted, and the
39 remaining provisions of this Agreement will continue in full force and effect.

40 **17.3 Notices.** Any notice, request, demand or other communication required or permitted under this Agreement
41 should be in writing (e-mail counts), should reference this Agreement, and will be deemed to be properly given: (i)
42 upon receipt, if delivered personally; (ii) upon confirmation of receipt by the intended recipient, if by e-mail; (iii) five
43 (5) business days after it is sent by registered or certified mail, with written confirmation of receipt; or (iv) three (3)

1 business days after deposit with an internationally recognized express courier, with written confirmation of receipt.
2 Notices should be sent to the address(es) set forth on the Invoice, unless we notify each other that those addresses
3 have changed.

4 **17.4 Waiver.** A party's obligations under this Agreement can only be waived in a writing signed by an authorized
5 representative of the other party, which waiver will be effective only with respect to the specific obligation described.
6 Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any
7 other provision or of such provision on any other occasion.

8 **17.5 Force Majeure.** We will be excused from performing under this Agreement to the extent that we're unable to
9 perform due extraordinary causes beyond our reasonable control. That might include things like acts of God, strikes,
10 lockouts, riots, acts of war, epidemics, communication line failure, and power failures.

11 **17.6 Independent Contractors.** We're each independent contractors with respect to the subject matter of this
12 Agreement. Nothing contained in this Agreement will be deemed or construed in any manner whatsoever to create a
13 partnership, joint venture, employment, agency, fiduciary, or other similar relationship between us, and neither of us
14 can bind the other contractually.

15 **17.7 Amendments; Entire Agreement.** No modification, change, or amendment of this Agreement will be binding
16 upon the parties, unless we both agree to the change in a writing signed by each of our authorized representatives.
17 This Agreement, including each Order Form and SOW, constitutes the entire agreement and understanding of the
18 parties with respect to its subject matter, and supersedes any and all prior or contemporaneous understandings and
19 agreements, whether oral or written, between the parties with respect to its subject matter.

20 **17.8 No Other Terms.** This Agreement is the only agreement between us, and the terms of any purchase order,
21 written terms or conditions, or other document that you submit to us that contain terms that are different from, in
22 conflict with, or in addition to the terms of this Agreement, SOW or any Order Form are hereby rejected by
23 Massiv.io, and will be void and of no effect.

24 **17.9 No Publicity Without Your Permission.** We may identify you as a customer to current and prospective
25 clients. We won't use your name or logo in any advertising or marketing materials without your permission, though;
26 and if we ask for your permission, you always have the right to say no.

1 **MASSIV.IO ORDER FORM**

2 **THIS ORDER IS SUBJECT TO THE ACCEPTED AND EXECUTED TERMS OF THE**
3 **MASSIV.IO ENTERPRISE LICENSE AGREEMENT**

4
5 Usage: [Software as a Service provided by Massiv.io]

6 Edition: [Professional]

7 Seats: [5]

8 Publicity: Use of Customer logo for public relations IS NOT allowed without other permission.

9 Support: [Standard electronic]

10 Term: [Until notification of change by Massiv.io]

11 Price: [\$0]

12

13 Accepted By Customer Click On Web Site

14

15 Accepted By Massiv.io:

16 Address: 1575 Westwood Boulevard, Suite 202

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