OUTCOLD SOLUTIONS SOFTWARE LICENSE AGREEMENT

THIS OUTCOLD SOLUTIONS SOFTWARE LICENSE AGREEMENT ("***AGREEMENT***") GOVERNS THE LICENSING, INSTALLATION AND USE OF OUTCOLD SOLUTIONS SOFTWARE. BY DOWNLOADING AND/OR INSTALLING OUTCOLD SOLUTIONS SOFTWARE: (A) YOU ARE INDICATING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND AGREE TO BE LEGALLY BOUND BY IT ON BEHALF OF THE COMPANY, GOVERNMENT, OR OTHER ENTITY FOR WHICH YOU ARE ACTING (FOR EXAMPLE, AS AN EMPLOYEE OR GOVERNMENT OFFICIAL) OR, IF THERE IS NO COMPANY, GOVERNMENT OR OTHER ENTITY FOR WHICH YOU ARE ACTING, ON BEHALF OF YOURSELF AS AN INDIVIDUAL; AND (B) YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ACT ON BEHALF OF AND BIND SUCH COMPANY, GOVERNMENT OR OTHER ENTITY (IF ANY).

WITHOUT LIMITING THE FOREGOING, YOU (AND YOUR ENTITY, IF ANY) ACKNOWLEDGE BY DOWNLOADING AND/OR INSTALLING OUTCOLD SOLUTIONS SOFTWARE, OR BY SUBMITTING AN ORDER FOR OUTCOLD SOLUTIONS SOFTWARE, YOU HAVE THE AUTHORITY TO BIND YOUR ENTITY (AND YOUR ENTITY (IF ANY)) HAVE AGREED TO BE BOUND BY THIS AGREEMENT.

As used in this Agreement, *"**Outcold Solutions***" refers to Outcold Solutions LLC; and "***Customer***" refers to the company, government, or other entity on whose behalf you have entered into this Agreement or, if there is no such entity, you as an individual.

1. DEFINITIONS. Capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in Exhibit A.

2. LICENSE GRANTS.

2.1 Licensed Software. Subject to Customer's compliance with this Agreement, including Customer's timely payment of all License Fees, Outcold Solutions grants to Customer a nonexclusive, worldwide, nontransferable, non-sublicensable license during the applicable Term to install and use the Licensed Software within the Licensed Capacity solely for Customer's Internal Business Purposes.

2.2 Evaluation Software. If specified that Software is provided under an evaluation license or a free trial license (the "***Evaluation Software***"), then subject to Customer's compliance with this Agreement, Outcold Solutions grants to Customer a nonexclusive, worldwide, nontransferable, non-sublicensable license during the applicable Term to install and use the Evaluation Software within the Licensed Capacity solely for evaluating whether Customer wishes to purchase a commercial license for such Software. Notwithstanding anything to the contrary in this Agreement, Outcold Solutions does not provide support and maintenance (Section 7), warranty (Section 9), or indemnification (Section 12) with respect to Evaluation Software.

2.3 Free Software. Outcold Solutions may make certain Software available for license without charge, and such Free Software may have limited features, functions, or other limitations of any kind. Subject to Customer's compliance with this Agreement, Outcold Solutions grants to Customer a nonexclusive, worldwide, nontransferable, non-sublicensable license during the applicable Term to install and use the Free Software within the Licensed Capacity solely for Customer's Internal Business Purposes. Notwithstanding anything to the contrary in this Agreement, Outcold Solutions does not provide support and maintenance (Section 7), warranty (Section 9), or indemnification (Section 12) with respect to Free Software.

2.4 Development Software. If specified that Software is provided under a development license (the "***Development Software***"), then subject to Customer's compliance with this Agreement, Outcold

Solutions grants to Customer a nonexclusive, nontransferable, non-sublicensable license during the applicable Term to install and use the Development Software within the Licensed Capacity in a non-production system used for software product migration testing, software product pre-production staging, testing new data sources, types or use cases, or other non-production use. In no way should the Development Software be used for any revenue generation, commercial activity or other productive business or purpose. Notwithstanding anything to the contrary in this Agreement, Outcold Solutions does not provide support and maintenance (section 7), warranty (Section 9), or indemnification (Section 12) with respect to Development Software.

2.5 Subscription Software. If specified that Software is provided under a subscription license (the "Subscription Software"), then subject to Customer's compliance with this Agreement, including Customer's timely payment of all applicable Subscription Fees, Outcold Solutions grants to Customer a nonexclusive, worldwide, nontransferable, non-sublicensable license during the applicable Subscription Term to install and use the Subscription Software within the Licensed Capacity solely for Customer's Internal Business Purposes. Subscription Software is licensed on a continuous month-to-month basis, automatically renews each month, and may be cancelled by Customer at any time as described in Section 13.4. Subscription Software requires License Verification at all times during use; Customer acknowledges that the Subscription Software will not function without active License Verification, and that no offline option is available for Subscription Software. Notwithstanding anything to the contrary in this Agreement, Outcold Solutions does not provide Enterprise Support Services (Section 7) for Subscription Software unless Customer has separately purchased Enterprise Support; Outcold Solutions may provide informal best-effort support at its discretion but is not obligated to do so. Except as expressly provided in this Section 2.5 and Section 13.4, Subscription Software shall not be subject to any fixed license term.

3. LICENSE RESTRICTIONS. Unless otherwise expressly permitted by Outcold Solutions, Customer will not and Customer has no right to: (a) copy any Outcold Solutions Materials (except as required to run the Software and for reasonable backup purposes); (b) modify, adapt, or create derivative works of any Outcold Solutions Materials; (c) rent, lease, loan, resell, transfer, sublicense, distribute, disclose or otherwise provide any Outcold Solutions Materials to any third party; (d) decompile, disassemble or reverse-engineer any Outcold Solutions Materials, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any Outcold Solutions Materials, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary; (e) attempt to disable or circumvent any license key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to, any Outcold Solutions Materials; (f) exceed the Licensed Capacity or violate other license limitations identified in this Agreement; (g) impede License Verification; (h) provide to any third party the results of any benchmark tests or other evaluation of any Outcold Solutions Materials without Outcold Solutions' prior written consent; (i) remove or obscure any copyright, trademark, patent, or other proprietary notices, legends or symbols from any Outcold Solutions Materials; (j) separately use any of the applicable features and functionalities of the Outcold Solutions Materials with external applications or code not furnished by Outcold Solutions or any data not processed by the Software, except otherwise specifically permitted in the user documentation; (k) misuse the Software or use the Software in violation of Outcold Solutions' Acceptable Use Policy, available at https://www.outcoldsolutions.com/legal/acceptable-use/ which is incorporated into this Agreement by reference and may be updated from time to time; (l) otherwise access or use any Outcold Solutions Materials except as expressly authorized in this Agreement; or (m)

encourage or assist any third party to do any of the foregoing. Customer acknowledges that the Software may be configured to display warnings, reduce available functionality, and/or cease functioning if unauthorized or improper use is detected, including if the Term expires, License Verification failed or the Licensed Capacity is reached or exceeded.

4. SERVICE PROVIDERS. Customer may permit its authorized consultants, contractors, and agents ("***Service Providers***") to access and use the Software solely on Customer's behalf in connection with providing services to Customer, subject to the terms and conditions of this Agreement. Any such access or use by a Service Provider will be subject to the same limitations and restrictions that apply to Customer under this Agreement. Customer will be jointly and severally liable for any Service Provider's actions relating to or use of the Software. For avoidance of doubt, the aggregate use by Customer and all of its Service Providers must not exceed the Licensed Capacity and nothing in this Section 4 is intended to or will be deemed to increase any Licensed Capacity.

5. OWNERSHIP. Outcold Solutions owns all worldwide right, title and interest in and to the Outcold Solutions Materials, including all related Intellectual Property Rights. Except for the licenses expressly granted to Customer in Section 2, Customer will not acquire or claim any right, title or interest in or to any Outcold Solutions Materials or related Intellectual Property Rights, whether by implication, operation of law or otherwise. Notwithstanding anything to the contrary, the Software is licensed, not sold, to Customer. To the extent that if Customer provides any Feedback, Customer grants to Outcold Solutions a perpetual, irrevocable, worldwide, nonexclusive, transferable, sublicensable, royalty-free, fully paid-up right and license to use and commercially exploit the Feedback in any manner Outcold Solutions deems fit.

6. LICENSE FEES. Customer will pay all license fees set forth in the Order (the "***License Fees***") for the Software delivered to Customer no later than thirty (30) days after the date of Outcold Solutions' applicable invoice. Without limitation of Outcold Solutions' other termination rights, if Customer fails to pay the License Fees when due, then Outcold Solutions may terminate this Agreement and all licenses granted hereunder by notice to Customer. All License Fees are non-refundable once paid.

6.1 Subscription Fees. For Subscription Software, Customer agrees to pay subscription fees (the "Subscription Fees") calculated based on Customer's metered usage of the Subscription Software during each monthly billing period, in accordance with Outcold Solutions' then-current published pricing for Subscription Software. Subscription Fees are billed monthly in arrears via the payment processor specified by Outcold Solutions (currently Stripe, Inc.). By subscribing to the Subscription Software, Customer authorizes Outcold Solutions and its payment processor to charge Customer's designated payment method for the Subscription Fees and any applicable taxes on a recurring monthly basis until Customer cancels the subscription as described in Section 13.4. Subscription Fees and pricing tiers are published on Outcold Solutions' website and may be updated by Outcold Solutions from time to time; any changes to pricing will take effect no sooner than thirty (30) days after Outcold Solutions provides notice (which may be provided by email or by posting on the website). Continued use of the Subscription Software following the effective date of a pricing change constitutes Customer's acceptance of the new pricing. If Customer does not agree to a pricing change, Customer's sole remedy is to cancel the Subscription Software before the effective date of such pricing change. Subscription Fees are non-refundable except as required by applicable law and as described in Outcold Solutions' Refund and Cancellation Policy, available at https://www.outcoldsolutions.com/legal/refund-cancellation/.

6.2 Payment Failures for Subscription Software. If a payment for Subscription Fees fails, Outcold Solutions or its payment processor will attempt to collect the payment again in accordance with the payment processor's standard retry policies. Subscription Software access continues during a fifteen (15) day grace period following the original billing date, during which Customer remains liable for accrued Subscription Fees and Outcold Solutions and its payment processor will continue retry attempts. If payment is not successfully collected within fifteen (15) days following the original billing date, Outcold Solutions may suspend deactivate, or limit License Verification for the Subscription Software, which may cause the Subscription Software to become partially or fully non-operational until all outstanding amounts are paid in full. If payment is not successfully collected within thirty (30) days following the original billing date, Outcold Solutions may terminate Customer's Subscription Software license without further notice. Outcold Solutions will use commercially reasonable efforts to promptly restore License Verification and Subscription Software functionality following successful payment of all outstanding amounts.

7. SUPPORT AND MAINTENANCE. If Customer has purchased enterprise level of support and maintenance for the Licensed Software as set forth in the Order (the "***Enterprise Support Services***"), then Outcold Solutions will provide Enterprise Support Services in accordance with the terms and conditions set forth in Exhibit B.

8. LICENSE AND SOFTWARE VERIFICATION.

8.1 License Verification. Unless otherwise indicated in the applicable Order, Customer (and its Service Providers) will provide License Verification. If License Verification reveals that Customer (and/or any Service Provider) has exceeded the Licensed Capacity or the scope of Customer's license grant, then Outcold Solutions will invoice Customer, and Customer will pay Outcold Solutions any underpaid license fees based on Outcold Solutions' then-current price list (the "***Underpaid Fees***") no later than thirty (30) days after the date of Outcold Solutions' applicable invoice. Without limitation of Outcold Solutions' other termination rights, if Customer fails to pay the Underpaid Fees when due, then Outcold Solutions may terminate this Agreement and all licenses granted hereunder by notice to Customer.

8.2 Software verification. Customer will furnish Outcold Solutions with a certification signed by Customer's authorized representative (delivered electronically or otherwise) verifying that the Software is being used in accordance with this Agreement and the applicable Order within seven (7) days of Outcold Solutions' request.

9. WARRANTY. Outcold Solutions warrants that for a period of thirty (30) days from the Delivery of Licensed Software, the Licensed Software will substantially perform the material functions described in Outcold Solutions' user documentation for such Licensed Software, when used in accordance with the user documentation. The sole liability of Outcold Solutions and Customer's sole remedy, for any failure of the Licensed Software to conform to the foregoing warranty, is for Outcold Solutions to do one of the following (at Outcold Solutions' sole option and discretion): (a) modify, or provide an Enhancement for the Licensed Software so that it conforms to the foregoing warranty, (b) replace Customer's copy of the Licensed Software with a copy that conforms to the foregoing warranty, or (c) terminate the license with respect to the non-conforming Licensed Software and refund the License Fees paid by Customer for such non-conforming Licensed Software. All warranty claims must be made by written notice from Customer to Outcold Solutions on or before the expiration of the warranty period.

10. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9 ABOVE, THE OUTCOLD SOLUTIONS MATERIALS, OPEN SOURCE SOFTWARE AND ENTERPRISE SUPPORT SERVICES ARE PROVIDED

"AS IS" WITH NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, OUTCOLD SOLUTIONS DISCLAIMS ALL WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 9, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, OUTCOLD SOLUTIONS DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED AND ALL ISSUES RESOLVED.

11. LIMITATION OF LIABILITY. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) OUTCOLD SOLUTIONS AND ITS AUTHORIZED PARTNERS (AS DEFINED IN SECTION 20 BELOW) WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) OUTCOLD SOLUTIONS' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO OUTCOLD SOLUTIONS FOR THE LICENSED SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER OUTCOLD SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, CUSTOMER, AND NOT OUTCOLD SOLUTIONS, IS SOLELY RESPONSIBLE FOR THE ACCURACY, QUALITY AND SECURITY OF CUSTOMER'S DATA AND FOR MAINTAINING A BACKUP OF ALL SUCH DATA, AND FOR ENSURING THE SECURITY AND INTEGRITY OF CUSTOMER'S DATA, COMPUTERS, NETWORKS AND SYSTEMS (INCLUDING WITH RESPECT TO PROTECTING AGAINST VIRUSES AND MALWARE).

12. INDEMNITY. Outcold Solutions will defend Customer against any claim, demand, suit or proceeding brought against Customer by a third party alleging that Licensed Software infringes or misappropriates such third party's Intellectual Property Rights ("***Claim***"), and Outcold Solutions will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of such Claim, subject to the other terms and conditions of this Agreement. Notwithstanding the foregoing, Outcold Solutions has no obligation to indemnify Customer with respect to: (a) use of the Licensed Software in a manner that is not permitted under the Agreement or that is inconsistent with Outcold Solutions' applicable user documentation; (b) modifications to the Outcold Solutions Materials made by anyone other than Outcold Solutions; (c) the combination of Software with hardware or software not made by Outcold Solutions, or with third-party services, processes or materials where the infringement or misappropriation would not occur but for such combination; (d) Customer's continued use of the Licensed Software or other allegedly infringing activity after receiving notice of the alleged infringement; or (e) any version of the Licensed Software that is no longer supported by Outcold Solutions ((a) through (e), collectively, "***Excluded Matters***"). If an applicable Claim is made or appears likely to be made, Outcold Solutions may, at its option and expense, modify the affected Licensed Software so that it is non-infringing, or replace it with substantially functionally equivalent software. If Outcold Solutions determines that neither is reasonably feasible, Outcold Solutions may terminate Customer's applicable

license and refund Customer a pro rata refund of the License Fees previously paid by Customer, which will be calculated using the remainder of the license term (beginning with the date of Outcold Solutions' receipt of notice of the applicable Claim). The obligations set forth in this Section constitute Customer's sole and exclusive remedy, and Outcold Solutions' entire liability, with respect to any Claims that the Licensed Software infringes any third party's Intellectual Property Rights. Customer will defend Outcold Solutions against any Claim brought against Outcold Solutions by a third party arising out of or relating to any Excluded Matter, and Customer will pay all damages finally awarded against Outcold Solutions by a court of competent jurisdiction as a result of such Claim. Each party's indemnity obligations set forth in this Section 12 are conditioned upon the party seeking indemnification (x) providing prompt written notice to the other party of the applicable Claim; (y) giving the indemnifying party sole control of the defense and/or settlement of the Claim, except that: (i) the indemnified party may participate in the defense with counsel of its choice at its own expense, and (ii) the indemnifying party will not agree to any settlement that imposes a material obligation on the indemnified party without the indemnified party's prior written consent (not to be unreasonably withheld or delayed), and (z) providing reasonable cooperation and assistance in the defense and negotiations.

13. TERM. This Agreement will commence upon Outcold Solutions' first Delivery of the Software specified in the Order (or, Outcold Solutions' other initial delivery of the Software to Customer) and will remain in effect until the expiration of the applicable Software license term (the "***Term***"). Notwithstanding the foregoing, the Term may be terminated earlier pursuant to Section 14.

13.1 Licensed Software. If Customer is granted a license for Licensed Software, then the Term for such Licensed Software will be specified in the Order or with the license key. If no such term is specified, the Term for Licensed Software is one (1) year from the date of Delivery. Any license keys provided for Licensed Software will automatically expire and cause the Licensed Software to become non-operational at the end of the Term.

13.2 Evaluation Software, Free Software. If Customer is granted a license for Evaluation Software or Free Software, then the Term for such Evaluation Software and Free Software will be specified in the Order or with the license key. If no such term is specified, the Term for Evaluation Software and Free Software is thirty (30) days from the date of Delivery. Any license keys provided for Evaluation Software and Free Software will automatically expire and cause the Evaluation Software and Free Software to become non-operational at the end of the Term. If Customer wishes to use the Evaluation Software, or Free Software after the Term expires, then Customer must obtain the applicable paid license.

13.3 Development Software. If Customer is granted a license for Development Software, then the Term for such Development Software will be specified in the Order or with the license key. If no such term is specified, the Term for Development Software is one hundred eighty (180) days from the date of Delivery. Any licence key provided for Development Software will automatically expire and cause the Development Software to become non-operational at the end of the Term.

13.4 Subscription Software Term and Cancellation. The Term for Subscription Software (the "Subscription Term") begins on the date Customer first subscribes to the Subscription Software and continues on a month-to-month basis until cancelled. Each monthly billing period automatically renews unless Customer cancels the subscription before the end of the current billing period. Customer may cancel the Subscription Software subscription at any time through the customer portal made available by Outcold Solutions' payment processor (currently the Stripe Customer Portal), or by contacting Outcold Solutions at the email address provided in Customer's account. Cancellation takes effect at the end of

the then-current billing period; Customer remains responsible for all Subscription Fees accrued through the end of that billing period. Upon cancellation, Customer's license to the Subscription Software terminates at the end of the then-current billing period, and Customer must cease all use of the Subscription Software upon such termination.

14. TERMINATION. Either party may terminate this Agreement by written notice to the other party if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days of receiving written notice of the breach. In addition, Outcold Solutions may immediately terminate this Agreement (in whole or in part, including with respect to any Term) by written notice to Customer (a) if Customer materially breaches Section 3, (b) as set forth in Section 6, (c) as set forth in Section 8.1. Outcold Solutions may also terminate Customer's license to any Evaluation Software, Free Software or Development Software at any time with or without cause without notice to Customer. If Customer is the Government, then termination terms and conditions will be governed by 48 C.F.R. § 52.212-4. Upon any expiration or termination of this Agreement, the rights and licenses granted to Customer hereunder will automatically terminate, and Customer agrees to cease immediately using the Outcold Solutions Materials and to return or destroy all copies of the Outcold Solutions Materials and other Outcold Solutions' Confidential Information in Customers possession or control, and certify in writing the completion of such return or destruction in accordance with Section 18.5. Upon termination of this Agreement, Outcold Solutions will have no obligation to refund any License Fees or other amounts received from Customer during the Term, and notwithstanding any early termination above, Customer shall still be required to pay all License Fees payable under an Order (*i.e.,* no such early termination shall relieve Customer of its obligations to pay all License Fees payable under an Order) unless otherwise provided in this Agreement. Termination of Enterprise Support and Maintenance Terms and Conditions due to Outcold Solutions' breach is provided in Section 3.2 of Exhibit B. Section 1 (Definitions), Section 5 (Ownership), Section 8 (License and Software Verification), Section 10 (Warranty Disclaimer), Section 11 (Limitation of Liability), Section 12 (Indemnity), Section 14 (Termination) and Sections 15 (Export) through 22 (General) will survive any expiration or termination of this Agreement.

14.1 Additional Termination Rights for Subscription Software. Notwithstanding the cure period set forth in Section 14, Outcold Solutions may immediately suspend or terminate Customer's Subscription Software license, without the thirty (30) day cure period, if Customer materially breaches the Acceptable Use Policy referenced in Section 3, fails to pay Subscription Fees as set forth in Section 6.2, or engages in conduct that Outcold Solutions reasonably believes poses a risk of harm to Outcold Solutions, its other customers, or third parties. Outcold Solutions will use reasonable efforts to provide notice of such suspension or termination but is not obligated to provide such notice prior to exercising its suspension or termination rights under this Agreement.

15. EXPORT. Customer will comply fully with all relevant export laws and regulations of the United States and any other country ("***Export Laws***") where Customer uses any of the Outcold Solutions Materials. Customer certifies that Customer is not on any of the relevant Government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. Customer further certifies that Customer will not export, re-export, ship, transfer or otherwise use the Outcold Solutions Materials in any country subject to an embargo or other sanction by the United States, and that Customer will not use the Outcold Solutions Materials for any purpose prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses.

16. U.S. GOVERNMENT END USER RIGHTS. For Government end users, Outcold Solutions Materials are "Commercial Items" as defined in 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and

"Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212, 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, the Outcold Solutions Materials are licensed to Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other users pursuant to this Agreement and any related agreement(s), as applicable.

17. OPEN SOURCE SOFTWARE. Customer acknowledges that certain Software may contain Open Source Software. Open Source Software may be identified in the user documentation or in a list of the Open Source Software provided to Customer upon Customer's written request. Customer acknowledges that specific terms required by the respective licensor of the Open Source Software may apply to the use of Open Source Software, which terms shall be included in the user documentation.

18. CONFIDENTIAL INFORMATION.

18.1 Confidential Information. "***Confidential Information***" means any technical or business information, ideas, materials, know-how or other subject matter that is disclosed by one party to the other party: (a) if disclosed in writing is marked "confidential" or "proprietary" at the time of such disclosure; (b) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information of Outcold Solutions will include the Outcold Solutions Materials (including any license keys).

18.2 Use and Disclosure Restrictions. The party receiving Confidential Information ("***Recipient***") agrees: (a) to maintain the Confidential Information of the party disclosing such information (the "***Discloser***") in strict confidence; (b) not to disclose such Confidential Information to any third parties; and (c) not to use any such Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement. Recipient will treat Confidential Information of the Discloser with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Recipient may disclose the Confidential Information of Discloser to its directors, officers, employees, and subcontractors (collectively, "***Representatives***"), who have a bona fide need to know such Confidential Information, provided that each such Representative is bound by a legal obligation as protective of the other party's Confidential Information as those set forth herein. Recipient's obligations under this Section 18 will continue in effect for a period of three (3) years from the date of last disclosure of Confidential Information by Discloser, except that Customer's obligations under this Section 18 will continue in effect in perpetuity with respect to Outcold Solutions Materials.

18.3 Exclusions. The obligations of Recipient under Section 18.2 will not apply to any Confidential Information that: (a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of Recipient (or any of its Representatives) or any third party subject to any use or disclosure restrictions with respect to such Confidential Information; (b) was known by or lawfully in the possession of Recipient, prior to receiving such information from Discloser, without restriction as to use or disclosure; (c) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (d) is independently developed by Recipient without access, use or reference to any Confidential Information of Discloser.

18.4 Required Disclosures. The provisions of Section 18.2 will not restrict Recipient from disclosing Discloser's Confidential Information to the extent required by any law or regulation or compelled by a court or administrative agency of competent jurisdiction, provided that, to the extent permissible under law, Recipient uses reasonable efforts to give Discloser advance notice of such required disclosure in order to enable Discloser to prevent or limit disclosure.

18.5 Return or Destruction of Confidential Information. Upon termination of the Agreement or support and maintenance, Recipient will promptly return to Discloser or, at Discloser's option, destroy all tangible items and embodiments containing or consisting of Discloser's Confidential Information and all copies thereof and provide written certification of such destruction or return by an authorized person.

19. INJUNCTIVE RELIEF. Customer agrees that any breach of any provision hereof regarding either party's Confidential Information or the infringement or violation of Outcold Solutions' Intellectual Property Rights embodied in the Outcold Solutions Materials would constitute irreparable harm, and that the aggrieved party will be entitled to seek specific performance and/or injunctive relief in addition to other remedies at law or in equity.

20. AUTHORIZED PARTNERS. If Customer acquired the Software through an authorized reseller, partner, distributor or OEM of Outcold Solutions ("***Authorized Partner***") then, notwithstanding anything to the contrary in this Agreement: (a) Customer's use of the Software is subject to any additional terms in the agreement provided by the Authorized Partner; (b) Customer agrees to pay the Authorized Partner the License Fees and other applicable fees, and Customer will have no direct License Fee payment obligations to Outcold Solutions for such Software; (c) Customer's agreement with the Authorized Partner is between Customer and the Authorized Partner and is not binding on Outcold Solutions; and (d) Outcold Solutions may terminate this Agreement (including Customer's right to use the Software) if Outcold Solutions does not receive payment for Customer's use of the Software from the Authorized Partner or if Customer breaches any term of this Agreement. If Customer's warranty and support terms stated in its agreement with the Authorized Partner are different from those set forth in this Agreement, then such different terms are solely between Customer and the Authorized Partner and Outcold Solutions will have no obligations to Customer under this Agreement with respect to such different terms. Except as set forth in the preceding sentence, if there is any conflict or inconsistency between this Agreement and Customer's agreement with Authorized Partner, then this Agreement will control (and will resolve such inconsistency) as between Outcold Solutions and Customer.

21. CHOICE OF LAW AND DISPUTES. Unless Customer is the Government, this Agreement will be governed by and construed in accordance with the laws of the State of Florida, as if performed wholly within the state and without giving effect to the conflicts of law principles of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts of Volusia County, Florida, or the federal courts of the Middle District of Florida, and the parties hereby consent to personal jurisdiction and venue therein. If Customer is the Government, this Agreement will be governed by and interpreted in accordance with the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7109). Failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this Agreement will be a dispute to be resolved in accordance with the clause at 48 C.F.R § 52.233-1, which is incorporated in this Agreement by reference.

22. GENERAL.

22.1 Purchase Order. Customer's issuance of a purchase order constitutes acceptance of this Agreement notwithstanding anything to the contrary in such purchase order. If any purchase order contains any terms or conditions that are different from or additional to the terms and conditions set

forth in this Agreement, then Outcold Solutions expressly rejects such different or additional terms and conditions, and such different or additional terms and conditions will not become a part of the agreement between the parties notwithstanding any subsequent acknowledgement, invoice or license key that Outcold Solutions may issue.

22.2 Notices. All notices required or permitted under this Agreement will be in writing and delivered via email, in person, by confirmed facsimile transmission, by overnight delivery service or by registered or certified mail, postage prepaid, and in each instance will be deemed given upon receipt. All communications will be sent to the email addresses set forth in the applicable Order or to such other email address as may be specified by either party to the other party.

22.3 Assignment. Customer may not assign, delegate or transfer this Agreement, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of Outcold Solutions. Outcold Solutions may assign this Agreement in whole or in part in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Outcold Solutions' assets to which this Agreement relates. Outcold Solutions may also assign its rights to receive payment due as a result of performance of this Agreement to a bank, trust company, or other financing institution, including any federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. § 3727) and may also assign this Agreement in accordance with the provisions at 48 C.F.R § 42.12, as applicable. Any attempt to assign this Agreement other than as permitted herein will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

22.4 Rights and Remedies. Except as otherwise expressly set forth in this Agreement, the rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by law or at equity.

22.5 Waiver; Severability. The waiver by either party of a breach of or a default under this Agreement will not be effective unless in writing. The failure by either party to enforce any provisions of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

22.6 Interpretation. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; (d) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; (e) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement; and (f) the references herein to the parties will refer to their permitted successors and assigns.

22.7 Usage and Analytics Data Collection. Outcold Solutions may collect and process usage and analytics data about Customer's use of the Software, which may include operating system type, operating system version, number of central processing units, central processing unit type, amount of random-access memory, version of the monitored process, number of requests to external systems, events count, number of monitored files, size of requests and other usage and analytics information, and use this information to support and troubleshoot issues, provide updates, invoice, analyze trends and improve Outcold Solutions' products or services.

22.8 Integration; Entire Agreement. This Agreement along with any additional terms incorporated herein by reference, including the Order and the Exhibits hereto, constitute the complete and exclusive understanding and agreement between the parties and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties. Any terms and conditions contained or referenced by either party in a quote, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this Agreement will be disregarded and have no effect unless otherwise expressly agreed to by the parties in accordance with the preceding sentence.

EXHIBIT A
DEFINITIONS

1. "***Delivery***" means the date of Outcold Solutions' initial delivery of the license key for the applicable Software or otherwise making the applicable Software available for download by Customer.

2. "***Enhancements***" means any updates, upgrades, releases, fixes, enhancements or modifications to the Licensed Software made generally commercially available by Outcold Solutions to its support customers under the terms and conditions set forth in Exhibit B.

3. "***Feedback***" means all suggestions for improvement or enhancement, recommendations, comments, opinions, code, input, ideas, reports, information, know-how or other feedback provided by Customer (whether in oral, electronic or written form) to Outcold Solutions in connection with Outcold Solutions' Software. Feedback does not include any data, results or output created or generated by Customer using the Software, unless specifically submitted or communicated by Customer to Outcold Solutions as part of the Feedback.

4. "***Free Software***" means Software that is specified in an Order as provided to Customer without charge (other than Evaluation Software).

5. "***Government***" means an agency, department, or instrumentality of the United States government.

6. "***Intellectual Property Rights***" means all patent, copyright, trademark, and trade secret rights and other intellectual property and proprietary rights, whether registered or unregistered.

7. "***Internal Business Purpose***" means Customer's use for its own internal business operations on Customer's systems, networks and devices with Customer's data.

8. "***License Fees***" has the meaning set forth in Section 6, and excludes Subscription Fees as defined in Section 6.1.

9. "***Licensed Capacity***" means the maximum usage of the Software (e.g., based on cluster types, number of collectors, number of nodes, number of hosts, etc.) that is permitted under the type of license included in the applicable Order.

10. "***Licensed Software***" means Software that is licensed to Customer and for which Customer has paid a License Fee to Outcold Solutions, whether directly or through an Authorized Partner.

11. "***License Verification***" means bidirectional data transmission between Software and Outcold Solutions' license server over the Internet to verify license key.

12. "***Open Source Software***" means software or similar subject matter that is distributed under an open source license such as (by way of example only) the GNU General Public License, GNU Lesser General Public License, Apache License, Mozilla Public License, BSD License, MIT License, Common Public License, any derivative of any of the foregoing licenses, or any other license approved as an open source license by the Open Source Initiative (also known as the OSI).

13. "***Order***" means Outcold Solutions' quote or ordering document accepted by Customer or Customer's purchase order or other ordering document submitted to Outcold Solutions (directly or indirectly through Authorized Partner) to order Outcold Solutions Materials or services, which references the products, services, pricing and other applicable terms set forth in an applicable Outcold Solutions' quote or ordering document.

14. "***Outcold Solutions Materials***" mean the Software, Software license keys and user documentation relating to the foregoing.

15. "***Software***" means the Outcold Solutions' software products (e.g., collectord, collector, applications, any related software components, etc.) and any Enhancements thereto made available to Customer by Outcold Solutions.

16. "***Term***" has the meaning set forth in Section 13.

17. "***Subscription Fees***" has the meaning set forth in Section 6.1.

18. "***Subscription Software***" means Software that is licensed to Customer on a metered, monthly subscription basis as described in Section 2.5.

19. "***Subscription Term***" has the meaning set forth in Section 13.4.

EXHIBIT B

ENTERPRISE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

Customer agrees that the following terms and conditions ("***Terms and Conditions***") will govern the delivery of enterprise support and maintenance services by Outcold Solutions ("***Enterprise Support***") listed on an Order entered into pursuant to the Software License Agreement (the "***Agreement***") to which these Terms and Conditions are attached and made a part thereof. Subject to Customer's termination rights set forth in the Agreement, ordering Enterprise Support from Outcold Solutions or any Authorized Partner indicates Customer's acceptance of these Terms and Conditions.

1. DEFINITIONS. Unless otherwise defined in these Terms and Conditions, capitalized terms have the meanings set forth in the Agreement.

2. SUPPORT AND MAINTENANCE.

2.1 Services. Subject to Customer's timely payment of the applicable annual Enterprise Support fees set forth in the Order (the "***Enterprise Support Fees***"), Outcold Solutions will provide the level of support in accordance with the Enterprise Support descriptions set forth below. No other maintenance or support for the Software is included.

2.2 Enterprise Support Fees. Enterprise Support Fees will be due and payable in accordance with the Order.

2.3 Exclusions. Outcold Solutions will have no obligation of any kind to provide Enterprise Support for issues caused by or arising out of any of the following (each, a "***Licensee-Generated Error***"): (i) modifications to the Software not made by Outcold Solutions; (ii) use of the Software other than as authorized in the Agreement or as provided in the user documentation for the Software; (iii) damage to the machine on which the Software is installed; (iv) Customer's continued failure to use the Software without reference to the user documentation; (v) versions of the Software other than the Supported Versions (defined in Section 2.5.8); (vi) third-party products not expressly supported by Outcold Solutions and described in the user documentation; or (vii) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Outcold Solutions and described in the user documentation. If Outcold Solutions determines that support for an issue caused by a Licensee-Generated Error, Outcold Solutions will notify Customer as soon as reasonably possible under the circumstances. If Customer agrees that Outcold Solutions should provide support for the Licensee-Generated Error via a confirming email, then Outcold Solutions will have the right to invoice Customer at Outcold Solutions' then-current time and materials rates for any such support provided by Outcold Solutions.

2.4 Restrictions. Enterprise Support is delivered only in English.

2.5 Enterprise Support Descriptions.

2.5.1 Scope of Enterprise Support. Enterprise Support will be provided for issues caused by or arising out of any of the following: (i) downloading and installing Licensed Software with default and/or custom configurations; (ii) use of the Licensed Software as described in the user documentation; (iii) configuring Licensed Software for Customer's specific environment; (iv) use of the Licensed Software for Customer's specific development and production purposes; (v) discovering data in the Licensed Software; (vi) contextual guidance based on Customer's cluster environments.

2.5.2 Enterprise Support Delivery. Enterprise Support is delivered via email, telephone and online chat.

2.5.3 Response Times. Maximum initial response time by Outcold Solutions is two (2) business days from receipt of Customer's Enterprise Support request.

2.5.4 Authorized Support Contacts. Enterprise Support will be provided solely to authorized individual(s) specified by Customer that Outcold Solutions will communicate with when providing Enterprise Support ("***Enterprise Support Contacts***"). Customer's Order will indicate a maximum number of authorized Enterprise Support. Customer will be asked to designate Customer's authorized Enterprise Support Contacts, including their primary email address and telephone numbers, following Outcold Solutions' acknowledgment of Customer's Order.

2.5.5 Defect Resolution. Should Outcold Solutions in its sole judgment determine that there is a defect in the Licensed Software, it will, at its sole option, repair that defect in the version of the Software that Customer is currently using or instruct Customer to install a newer version of the Software with that defect repaired. Outcold Solutions reserves the right to provide Customer with a workaround in lieu of fixing a defect should it in its sole judgment determine that it is more effective to do so.

2.5.6 Enterprise Support Hours. Enterprise Support will be delivered by Outcold Solutions during hours: Monday through Friday, from 8:00 a.m. to 5:00 p.m., Easten Standard Time.

2.5.7 Customer's Obligation to Assist. Should Customer report an issue or a purported defect in the Licensed Software to Outcold Solutions, Outcold Solutions may require Customer to provide them with the following information: (a) a general description of the operating environment, (b) a list of all hardware components, operating systems and networks, (c) a reproducible test case, and (d) any log files, trace and systems files. Customer's failure to provide this information may prevent Outcold Solutions from identifying and resolving the reported issue.

2.5.8 Software Upgrades. When available, Outcold Solutions provides updates, upgrades and maintenance releases. Software comes with a three-digit number version. The first digit represents the major release (i.e., upgrade), the second digit identifies the minor releases (i.e., updates) and the third digit identifies the maintenance releases. With a new major version, the number to the left of the decimal is changed and for minor releases, the number to the right of the decimal point is increased. Subject to the foregoing, Outcold Solutions provides Enterprise Support for the most current version of Licensed Software plus one prior release, whether a minor or major release (the "***Supported Versions***"). Outcold Solutions does not support compatibility with any third-party platforms, systems or components that are no longer supported by their manufacturers. Outcold Solutions is not obligated to ensure backward compatibility of Software with a prior version of Software.

2.6 Changes in Enterprise Support and Software. Subject to Section 2.5.8, Customer acknowledges that Outcold Solutions has the right to discontinue the manufacture and development of any Software and the Enterprise Support for any Software, including the distribution of older Software versions, at any time in its sole discretion, provided that Outcold Solutions agrees not to discontinue Enterprise Support for the Software during the Enterprise Support Term (defined in Section 3.1), subject to the termination provisions herein. Outcold Solutions reserves the right to alter Enterprise Support from time to time, using reasonable discretion but in no event will such alterations result in (i) diminished support from the level of Enterprise Support set forth herein; (ii) materially diminished obligations for Outcold Solutions; (iii) materially diminished Customer's rights; or (iv) higher Enterprise Support Fees during the then-current term. Outcold Solutions will provide Customer with thirty (30) days prior written notice of any permitted material changes to the Enterprise Support contemplated herein.

3. TERM AND TERMINATION.

3.1 Term. These Terms and Conditions will commence on the Delivery date and, unless terminated earlier in accordance with the terms set forth in the Agreement, will remain in effect for a period of one (1) year (or for term purchased if different than one year) thereafter (the "***Enterprise Support Term***").

3.2 Termination. Either party may terminate these Terms and Conditions by written notice to the other party if the other party materially breaches the Agreement and does not cure the breach within thirty (30) days of receiving notice of the breach. If Customer terminates the Terms and Conditions for Outcold Solutions' uncured material breach of the support and maintenance terms set forth here in Exhibit B, then Outcold Solutions will refund a pro rata refund of the Enterprise Support Fees to Customer as Customer's sole and exclusive remedy.

4. FORCE MAJEURE. Outcold Solutions will not be responsible for any failure or delay in its performance under these Terms and Conditions due to causes beyond its reasonable control, including, but not

limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.