

NAYUTAL SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) GOVERNS THE LICENSING, INSTALLATION AND USE OF NAYUTAL SOFTWARE. BY DOWNLOADING AND/OR INSTALLING NAYUTAL 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), 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 THAT BY SUBMITTING AN ORDER FOR THE NAYUTAL SOFTWARE, YOU (AND YOUR ENTITY (IF ANY)) HAVE AGREED TO BE BOUND BY THIS AGREEMENT.

As used in this Agreement, “Nayutal,” refers to Nayutal Pte/Ltd., a Singapore, with its principal place of business at 18 Ann Siang Rd #02-01 Singapore 069698 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.** Terms used but not otherwise defined in this Agreement incl. terms used in clause 11 & 12 have the meanings set forth in Exhibit A.

2. LICENSE GRANTS

2.1. **Purchased Software.** Subject to Customer’s compliance with this Agreement, including Customer’s timely payment of all License Fees, Nayutal grants to Customer a nonexclusive, nontransferable, nonsublicensable license during the applicable Term to install and use the Purchased Software within the Licensed Capacity solely for Customer’s Internal Business Purposes.

2.2. **Evaluation Software.** If the applicable Order specifies that any Software is provided under an evaluation license or a free trial license, then subject to Customer’s compliance with this Agreement, Nayutal grants to Customer a nonexclusive, nontransferable, nonsublicensable license during the applicable Term to install and use the Evaluation Software within the Licensed Number solely for evaluating whether Customer wishes to purchase a commercial license for such Software. Notwithstanding anything to the contrary in this Agreement, Nayutal does not provide maintenance and support (Section 7), warranty (Section 10), or indemnification (Section 13) with respect to Evaluation Software.

2.3. **Test and Development Software.** If the applicable Order specifies that any Software is provided under a test and development license, then subject to Customer’s compliance with this Agreement, Nayutal grants to Customer a nonexclusive, nontransferable, nonsublicensable license during the applicable Term to install and use the Test and Development Software within the Licensed Capacity in a non-production system used for software product testing, software product pre-production staging, testing new data sources, types or use cases, or other non-production use. In no way should the Test and Development Software be used for any revenue generation, commercial activity or other business purpose. Notwithstanding anything to the contrary in this Agreement, Nayutal does not provide warranty (Section 10), or indemnification (Section 13) with respect to the Test and Development Software.

2.4.Free Software. Nayutal 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, Nayutal grants to Customer a nonexclusive,nontransferable, nonsublicensable license during the applicable Term to install and use the Free Software within the Licensed Number solely for Customer's Internal Business Purposes. Notwithstanding anything to the contrary in this Agreement, Nayutal does not provide maintenance and support (Section 7), warranty (Section 10), or indemnification (Section 13) with respect to Free Software.

2.5.Content Subscription. When the applicable Order specifies a Content Subscription service as elected by Customer, Nayutal will deliver or otherwise make available the applicable Content Subscription service to Customer during the subscription period, and subject to Customer's compliance with this Agreement (including Customer's timely payment of all applicable Content Subscription Fees), Nayutal grants to such Customer a nonexclusive,nontransferable, nonsublicensable license during the applicable subscription period to install and use the subscribed content solely in connection with the designated Purchased Software and solely for Customer's Internal Business Purposes. Such content will be treated as Purchased Software under this Agreement except that Section 10 (Warranty) will not apply.

2.6.Open Source Software. Customer acknowledges that certain Software may contain Open Source Software. Open Source Software may be identified in the end user documentation or in a list of the Open Source Software provided to Customer upon Customer's written request. Any Open Source Software that is delivered to Customer as part of Purchased Software, and which may not be taken out of the Purchased Software or used separately from the Purchased Software is covered by the warranty, support and indemnification provisions applicable to Purchased Software. 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 documentation; however, these terms will not: (a) impose any additional restrictions on Customer's use of the Software, or (b) negate or amend Nayutal's responsibilities with respect to Purchased Software.

3.LICENSE RESTRICTIONS. Unless otherwise expressly permitted by Nayutal, Customer will not and Customer has no right to: (a) copy any Nayutal Materials (except as required to run the Software and for reasonable backup purposes); (b) modify, adapt, or create derivative works of any Nayutal Materials; (c) rent, lease, loan, resell, transfer, sublicense, distribute, disclose or otherwise provide any Nayutal Materials to any third party; (d) decompile, disassemble or reverse-engineer any Nayutal Materials, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any Nayutal Materials, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary; (e) access or use any Disabled Materials; (f) provide to any third party the results of any benchmark tests or other evaluation of any Nayutal Materials without Nayutal's prior written consent; (g) 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 Nayutal Materials (including in order to gain access to any Disabled Materials); (h) remove or obscure any copyright, trademark, patent, or other proprietary notices, legends or symbols from any Nayutal Materials; (i) exceed the Licensed Number; (j) separately use any of the applicable features and functionalities of the Nayutal Materials with external applications or code not furnished by Nayutal or any data not processed by the Software, except otherwise specifically permitted in the Documentation; (k) otherwise access or use any Nayutal Materials except as expressly authorized in this Agreement; or (l) 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 or the Licensed Number is reached or exceeded.

- 4.**CONSULTANTS.** 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, and 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 Number and nothing in this Section 4 is intended to or will be deemed to increase any Licensed Capacity.
- 5.**OWNERSHIP.** Nayutal, its suppliers and/or licensors own all worldwide right, title and interest in and to the Nayutal 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 Nayutal 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 Customer provides any Feedback, Customer grants to Nayutal a perpetual, irrevocable, nonexclusive, transferable, sublicensable, royalty-free, fully paid-up right and license to use and commercially exploit the Feedback in any manner Nayutal deems fit.
- 6.**LICENSE AND SUBSCRIPTION 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 Nayutal’s applicable invoice. Customer will also pay all content subscription fees as may be applicable to the Purchased Software, as identified in the Order (the “**Content Subscription Fees**”, collectively together with License Fees, the “**Fees**”). Without limitation of Nayutal’s other termination rights, if Customer fails to pay the Fees when due, then Nayutal may terminate this Agreement and all licenses granted hereunder by notice to Customer. All Fees are non-refundable once paid.
- 7.**MAINTENANCE AND SUPPORT.** If Customer has purchased support and maintenance for the Purchased Software as set forth in the Order (the “**Support Services**”), then Nayutal will provide the level of support and maintenance included in the Order in accordance with the terms and conditions set forth in Exhibit C.
- 8.**CONFIGURATION SERVICES.** Subject to Customer’s payment of applicable fees, Nayutal will provide the deployment, usage assistance and/or configuration set forth in the Order (the “**Professional Services**”) in accordance with Nayutal’s standard professional services terms and conditions, which terms and conditions are hereby incorporated by reference and made a part of this Agreement.
- 9.**SOFTWARE VERIFICATION AND AUDIT.** At Nayutal’s request, Customer will furnish Nayutal with a certification signed by Customer’s authorized representative verifying that the Software is being used in accordance with this Agreement and the applicable Order., Nayutal may audit Customer’s (and its Service Providers’) use of the Software to ensure that Customer (and such Service Providers) are in compliance with this Agreement and the applicable Order. Any such audit will be conducted during regular business hours at Customer’s (and/or its Service Providers) facilities, will not unreasonably interfere with Customer’s (or its Service Providers’) business and will comply with Customer’s (or its Service Providers’) reasonable security procedures. Customer will (and will ensure that its Service Providers) provide Nayutal with reasonable access to all relevant records and facilities reasonably necessary to conduct the audit. If an audit reveals that Customer (and/or any Service Provider) has exceeded the Licensed Number or the scope of Customer’s license grant during the period audited, then Nayutal will invoice Customer, and Customer will promptly pay Nayutal any underpaid Fees based on Nayutal’s price list in effect at the time the audit is completed. If the excess usage exceeds ten percent (10%) of the Licensed Number, then Customer will also pay Nayutal’s reasonable costs

of conducting the audit. Customer will ensure that its Service Providers provide Nayutal with the access described in this Section 9. This Section 9 will survive expiration or termination of this Agreement for a period of three (3) years.

10.WARRANTY. Nayutal warrants that for a period of thirty (30) days from the Delivery of Purchased Software, the Purchased Software will substantially perform the material functions described in Nayutal's user documentation for such Purchased Software, when used in accordance with the user documentation. The liability of Nayutal (and its Affiliates and suppliers/licensors), and Customer's remedy, for any failure of the Purchased Software to conform to the foregoing warranty, is for Nayutal to do one of the following : (a) modify, or provide an Enhancement for, the Purchased Software so that it conforms to the foregoing warranty, (b) replace Customer's copy of the Purchased Software with a copy that conforms to the foregoing warranty, or (c) terminate the license with respect to the non-conforming Purchased Software and refund the License Fees paid by Customer for such non-conforming Purchased Software. All warranty claims must be made by written notice from Customer to Nayutal on or before the expiration of the warranty period, as detailed in Section 23.2 below.

11.WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10 ABOVE, THE NAYUTAL MATERIALS, OPEN SOURCE SOFTWARE, THIRD PARTY CONTENT, SUPPORT SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, NAYUTAL AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 10, 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, NAYUTAL DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED.

12.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) NAYUTAL AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS (INCLUDING AUTHORIZED PARTNERS AS DEFINED IN SECTION 21 BELOW) AND LICENSORS (THE "NAYUTAL ENTITIES") 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) NAYUTAL ENTITIES' 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 NAYUTAL FOR THE PURCHASED 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 NAYUTAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, CUSTOMER, AND NOT NAYUTAL, 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 (AND ITS SERVICE PROVIDER'S) DATA, COMPUTERS, NETWORKS AND SYSTEMS (INCLUDING WITH RESPECT TO PROTECTING AGAINST VIRUSES AND MALWARE).

13.**INDEMNITY.** Nayutal will defend Customer against any claim, demand, suit or proceeding brought against Customer by a third party alleging that Purchased Software infringes or misappropriates such third party's Intellectual Property Rights ("**Claim**"), and Nayutal 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, Nayutal has no obligation to indemnify Customer with respect to: (a) use of the Purchased Software in a manner that is not permitted under the Agreement or that is inconsistent with Nayutal's applicable user documentation; (b) modifications to the Nayutal Materials made by anyone other than Nayutal; (c) the combination of Software with hardware or software not made by Nayutal, 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 Purchased Software or other allegedly infringing activity after receiving notice of the alleged infringement; or (e) any version of the Purchased Software that is no longer supported by Nayutal ((a) through (e), collectively, "**Excluded Matters**"). If an applicable Claim is made or appears likely to be made, Nayutal may, at its option and expense, modify the affected Purchased Software so that it is noninfringing, or replace it with substantially functionally equivalent software. If Nayutal determines that neither is reasonably feasible, Nayutal may terminate Customer's applicable license and refund Customer a pro rata refund of the Fees previously paid by Customer, which will be calculated using the remainder of the license term (beginning with the date of Nayutal's receipt of notice of the applicable Claim), or if the Purchased Software is licensed under a perpetual license, a refund of Fees previously paid by Customer, less straight-line depreciation on a three-year basis from the Delivery of the applicable Software. The obligations set forth in this Section constitute Customer's sole and exclusive remedy, and Nayutal's entire liability, with respect to any Claims that the Purchased Software infringes any third party's Intellectual Property Rights. Customer will defend Nayutal against any Claim brought against Nayutal by a third party arising out of or relating to any Excluded Matter or any Customer Extension, and Customer will pay all damages finally awarded against Nayutal by a court of competent jurisdiction as a result of such Claim. Each party's indemnity obligations set forth in this Section 13 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.

14.**CONFIDENTIAL INFORMATION.**

14.1.**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 that: (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 Nayutal will include the Nayutal Materials (including any license keys).

14.2.**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 14 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 14 will continue in effect in perpetuity with respect to Nayutal Materials.

14.3.Exclusions. The obligations of Recipient under Section 14.1 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, Affiliates, or agents) 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.

14.4.Required Disclosures. The provisions of Section 14.1 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.

14.5.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.

14.6.Injunctive Relief. Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, will have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 14, without the necessity of posting any bond or other security. Recipient will notify Discloser in writing immediately upon Recipient’s becoming aware of any such breach or threatened breach.

15.TERM. This Agreement will commence upon Nayutal’s first delivery of the Software specified in the Order (or, Nayutal’s other initial delivery of the Software to Customer) and will remain in effect until the expiration of the applicable Software license term, unless earlier terminated pursuant to Section 16 (the “**Termination**”). For the avoidance of doubt, termination of a license term shall not affect the term of any other licenses applicable to other Nayutal products and services that Customer has purchased. Further, termination of a Content Subscription shall not affect the term of the base license applicable to the Software that Customer has purchased.

15.1.Purchased Software, etc. Unless otherwise indicated in the Order, the Term for Purchased Software, Free Software, if applicable, will continue indefinitely, unless and until terminated pursuant to Section 16. If the Order indicates a Term of a specific duration for any of the foregoing, the licenses granted

to Customer for such Purchased Software or Free Software will terminate automatically upon expiration of such Term.

15.2. Evaluation Software. If Customer is granted a license for Evaluation Software, then the Term for such Evaluation Software will be specified in the Order. If no such term is specified, the Term for Evaluation Software is thirty (30) days from the date the software is delivered. If Customer wishes to use the Evaluation Software after the Term expires, then Customer must obtain the applicable paid license.

16. 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 pursuant to Section 23.2 below. In addition, Nayutal 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, and (b) as set forth in Section 6. Nayutal may also terminate Customer's license to any Evaluation Software at any time with or without cause by notice to Customer. 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 Nayutal Materials and to return or destroy all copies of the Nayutal Materials and other Nayutal Confidential Information in Customer's possession or control, and certify in writing the completion of such return or destruction in accordance with Section 14.4. Upon termination of this Agreement, Nayutal will have no obligation to refund any Fees or other amounts received from Customer during the Term, and notwithstanding any early termination above, Customer shall still be required to pay all Fees payable under an Order (i.e., no such early termination shall relieve Customer of its obligations to pay all Fees payable under an Order) unless otherwise provided in this Agreement. Termination of Support and Maintenance Terms and Conditions due to Nayutal's breach is provided in Section 3.2 of Exhibit C, Section 1 (Definitions), Section 5 (Ownership), Section 9 (Software Verification and Audit), Section 11 (Warranty Disclaimer), Section 12 (Limitation of Liability), Section 13 (Indemnity), Section 14 (Confidentiality), Section 16 (Termination) and Sections 17 (Export) through 23 (General) will survive any expiration or termination of this Agreement.

17. EXPORT. Customer will comply fully with all relevant export laws and regulations of any other country ("Export Laws") where Customer uses any of the Nayutal Materials. Customer certifies that Customer is not on any of the relevant government lists of prohibited persons. Customer further certifies that Customer will not export, re-export, ship, transfer or otherwise use the Nayutal Materials in any country subject to an embargo that Customer will not use the Nayutal Materials for any purpose prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses.

18. GOVERNMENT END USER RIGHTS. Customer acknowledges that all Nayutal Materials were developed entirely at private expense and that no part of the Nayutal Materials was first produced in the performance of a government contract.

19. PUBLICITY. Customer agrees that Nayutal may publish a brief note, describing Customer's deployment of the Software and identify Customer as a Nayutal customer on any of Nayutal's websites, client lists, press releases, and/or other marketing materials

20. THIRD PARTY CONTENT DISCLAIMER. Nothing in this Agreement will be deemed to be a representation or warranty by Nayutal with respect to any Third-Party Content, even if a particular Extension or other item of Third-Party Content is identified as "certified" for use with Software. Nayutal has no obligation to monitor Third-Party Content, and Nayutal may block or disable access to any Third-Party Content at any time. In addition, the availability of any Third-Party Content does not imply Nayutal's endorsement of, or affiliation with, any provider of such Third-Party Content, nor does such

availability create any legal relationship between Customer and any such provider. Customer's use of Third-Party Content is at Customer's own risk and may be subject to any additional terms, conditions and policies applicable to such Third-Party Content (such as license terms, terms of service or privacy policies of the providers of such Third-Party Content).

21. **AUTHORIZED PARTNERS.** If Customer acquired the Software through an authorized reseller, partner or OEM of Nayutal ("**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 Fees and other applicable fees, and Customer will have no direct Fee payment obligations to Nayutal for such Software; (c) Customer's agreement with the Authorized Partner is between Customer and the Authorized Partner and is not binding on Nayutal; and (d) Nayutal may terminate this Agreement (including Customer's right to use the Software) if Nayutal 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 Nayutal 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 Nayutal and Customer.

22. **CHOICE OF LAW AND DISPUTES.** Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts mutually agreed by both parties, and the parties hereby consent to personal jurisdiction and venue therein (except that Nayutal may seek injunctive relief to prevent improper or unauthorized use or disclosure of any Nayutal Materials in any court of competent jurisdiction).

23. **GENERAL.**

23.1. **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 Nayutal 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 Nayutal may issue.

23.2. **Notices.** All notices required or permitted under this Agreement will be in writing and delivered in person by registered or certified mail, postage prepaid, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth in the applicable Order or to such other address as may be specified by either party to the other party in accordance with this Section.

23.3. **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 Nayutal. Nayutal may assign this Agreement in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Nayutal's assets to which this Agreement relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

23.4. 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.

23.5. 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.

23.6. 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.

23.7. Data Collection; Privacy. From time to time, Nayutal may collect and process technical and related information about Customer’s use of the Software, which may include Internet protocol addresses, hardware identification, operating system, application software and other usage information, and use this information to support and troubleshoot issues, provide updates, invoice, analyze trends and improve Nayutal’s products or services.

23.8. 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.

“Affiliate,” with respect to a party, means a corporation, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, “control” means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).

“Authorized Partner” has the meaning set forth in Section 21.

“Claim” has the meaning set forth in Section 13.

“Confidential Information” has the meaning set forth in Section 14.1.

“Content Subscription” means certain entitlement for Customer to receive a collection of updated contents applicable to the Purchased Software (such as models, rules and configurations, as further described in the relevant end user documentation for the Purchased Software) on a periodic basis for the duration of the subscription period.

“Content Subscription Fees” has the meaning set forth in Section 6.

“Delivery” means the date of Nayutal’s initial delivery of the applicable Software or the date to be able to start using software, or otherwise making the applicable Software available for download by Customer.

“Disabled Materials” means certain materials (including programs, modules or components, functionality, features, documentation, content or other materials) that may be contained in or provided with the Software as part of the delivery mechanism used by Nayutal, but that are disabled or hidden in Customer’s setting, because Customer either: (a) does not have the relevant license or license key, or (b) has not paid the applicable Fees, for those materials.

“Enhancements” means any updates, upgrades, releases, fixes, enhancements or modifications to the Purchased Software made generally commercially available by Nayutal to its support customers under the terms and conditions set forth in Exhibit C. It means any separately downloadable suite, configuration file, add-on, technical add-on, example module, command, function or application that extends the features or functionality of the applicable Software.

“Evaluation Software” means Software that is specified in an Order as provided under an evaluation license or a free trial license.

“Excluded Matters” has the meaning set forth in Section 14.

“Extension” “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 Nayutal in connection with Nayutal’s 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 Nayutal as part of the Feedback.

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

“Government” means an agency, department, or instrumentality of the government.

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

“Internal Business Purpose” means Customer’s use for its own internal business operations on Customer’s systems, networks and devices with Customer’s data. Such use does not include use by Customer on a service bureau basis or otherwise to provide services to, or process data for, any third party.

“Licensed Number” means the maximum usage of the Software (e.g., aggregate device volume, number of Nodes, number of users, etc.) that is permitted under the type of license included in the applicable Order. The available types of license and the associated Licensed Number for each are set forth in Exhibit B.

“License Fees” has the meaning set forth in Section 6.

“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.

“Nayutal Materials” means the Software, Software license keys and end user documentation relating to the foregoing.

“Order” means Nayutal’s quote, statement of work, or ordering document accepted by Customer or Customer’s purchase order or other ordering document submitted to Nayutal (directly or indirectly through an Authorized Partner), which references the products, services, pricing and other applicable terms set forth in an applicable Nayutal quote or ordering document.

“Professional Services” has the meaning set forth in Section 8.

“Purchased Software” means Software that is licensed to Customer and for which Customer has paid a License Fee to Nayutal, whether directly or through an Authorized Partner.

“Service Providers” has the meaning set forth in Section 4.

“Software” means the Software products listed in an Order and any Enhancements thereto made available to Customer by Nayutal.

“Support Fees” has the meaning set forth in Exhibit C.

“Support Services” has the meaning set forth in Section 7.

“Term” has the meaning set forth in Section 15.

“Test and Development Software” means Software that is specified in an Order as provided under a test and development license.

“Third-Party Content” has the meaning set forth in Section 20.

EXHIBIT B

License Number

The license provided this time corresponds to No. 1. Network Analysis Function of Telecommunication Packet.

The license term is on an annual basis.

No.	Number of Function List st	100,000	1000,000	Unlimited
1	Network Analysis Function of Telecommunication Packet	TBD	TBD	TBD
2	Analysis Function of Encrypted (https) Telecommunication	N/A	N/A	N/A
3	Agent Analysis Function	N/A	N/A	N/A

* License fee of each function is offered by contract basis.

* License during trial period is free of charge.

EXHIBIT C

NAYUTAL PTE.LTD.

SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

Customer agrees that the following terms and conditions ("**Terms and Conditions**") will govern the delivery of any support and/or maintenance services by Nayutal ("**Support**") listed on an Order entered into pursuant to the Software License Agreement (the "**Agreement**"). Subject to Customer's termination rights set forth in the Agreement, ordering any Support from Nayutal or any authorized reseller indicates Customer's acceptance of these Terms and Conditions. These Terms and Conditions are effective upon receipt and confirmation of acceptance of Customer's purchase order by Nayutal or an Authorized Partner (the "**Effective Date**").

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 Support fees set forth in the Order (the "**Support Fees**"), Nayutal will provide the level of Support identified in the Order in accordance with the Support descriptions set forth below. No other maintenance or support for the Software is included.

2.2.**Support Fees.** Support Fees will be due and payable in accordance with the Order. Nayutal will notify (electronically or otherwise) Customer of the then-current annual Support Fee for Customer's level of Support in each notice of term renewal. Support Fees are non-refundable once paid.

2.3.**Exclusions.** Nayutal will have no obligation of any kind to provide Support for issues caused by or arising out of any of the following): (i) modifications to the Software not made by Nayutal; (ii) use of the Software other than as authorized in the Agreement or as provided in the 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 documentation; (v) versions of the Software other than the most recent version or the Supported Prior Version (defined in Section 2.5.7); (vi) third-party products not expressly supported by Nayutal and described in the documentation; or (vii) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Nayutal and described in the documentation.

2.4.**Restrictions.** Support is delivered only in English & Japanese.

2.5.Support Descriptions.

2.5.1.**Nayutal Support.** Nayutal provides online documentation, email service by tracking case status. Support cases are handled based on case priority levels as described in Section 2.5.2. Customer will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth in Section 2.5.2. When the case is received, Nayutal Support may change the priority if the issue does not conform to the criteria for the selected priority and will provide Customer with notice of such change.

2.5.2.**Case Priority Levels.** Case priorities are assigned based on the technical importance of the problem on Customer's Nayutal environment.

P1 = Purchased Software is completely inaccessible or the majority of its functionality is unusable.

P2 = One or more key features of Purchased Software are unusable.

P3 = Any other case where a Purchased Software feature is not operating as documented.

P4 = General questions and requests to the Purchased Software.

2.5.3.Authorized Support Contacts. Support will be provided solely to the authorized individual(s) specified by Customer that Nayutal will communicate with that individual(s) when providing Support (“Support Contacts”). Customer will be asked to designate Customer’s authorized support contacts, including their email address.

2.5.4.Defect Resolution. Should Nayutal in its sole judgment determine that there is a defect in the Software, it will, 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. Nayutal 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.

2.5.5.Support Hours. Support is provided via email or web portal.

2.5.6.Customer’s Obligation to Assist. Should Customer report a purported defect in the Software to Nayutal, Nayutal 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 Nayutal from identifying and fixing that purported defect.

2.5.7.Software Upgrades and End of Life Policy. When available, Nayutal provides updates, upgrades, maintenance releases and reset keys only to Nayutal Support customers., Nayutal provides full Support, including, when available, bug fixes, only on the current major release and (a) the immediately prior major release or (b) twenty-four months from the then current major release, whichever period is longer .

2.6.**Changes in Support and Software.** Subject to Section 2.5.6, Customer acknowledges that Nayutal has the right to discontinue the manufacture and development of any Software and the Support for any Software,, at any time in its sole discretion, provided that Nayutal agrees not to discontinue Support for the Software during the term of these Terms and Conditions, subject to the termination provisions herein. Nayutal reserves the right to alter Support from time to time, using reasonable discretion but in no event will such alterations result in (i) diminished support from the level of Support set forth herein; (ii) materially diminished obligations for Nayutal; (iii) materially diminished Customer’s rights; or (iv) higher Support Fees during the then-current term. Nayutal will provide Customer with thirty (30) days’ prior written notice (delivered electronically or otherwise) of any material changes to the Support contemplated herein.

3.TERM AND TERMINATION.

3.1.**Term.** These Terms and Conditions will commence on the Effective date and, unless terminated earlier in accordance with the terms of the Agreement, for a period of one (1) year (or for term purchased if different than one year) thereafter (the “**Initial Term**”). The agreement will automatically renew for additional one (1)-year terms (or for term purchased if different than one year) (each, a “**Renewal Term**,” and the Initial Term, collectively with any and all Renewal Terms, will be referred to

as the “**Support Term**”), unless either party provides the other (or if purchased through a reseller, Customer provides reseller) with written notice of its intent not to renew the agreement at least thirty (30) days prior to the end of the then current Initial Term or Renewal Term. Customer must purchase and/or renew Support for all of the licenses for a particular Software product. If the Support Term lapses, Customer may seek to re-activate Support by submitting a purchase order that includes fees for the lapsed period plus a reinstatement fee.

3.2.**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 notice of the breach. If Customer terminates the Agreement for Nayutal’s uncured material breach of the support and maintenance terms set forth here in Exhibit C, then Nayutal will refund any unused prepaid fees to Customer as Customer’s sole and exclusive remedy.

3.3.**FORCE MAJEURE.** Nayutal 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.

EXHIBIT D

NAYUTAL PTE.LTD.

LIMITED AVAILABILITY SOFTWARE TERMS AND CONDITIONS

The additional terms and conditions of this Exhibit D shall apply to Limited Availability Software.

1. **DEFINITIONS.** “Limited Availability Software” means the version the Nayutal product, service, or technology identified as such on the software download page or landing page or invitation message on the email that Customer received from Nayutal (the “Cover Page”), provided to Customer by Nayutal under this Agreement. The Limited Availability Software shall be deemed to be Purchased Software hereunder.
2. **ADDITIONAL COVENANTS.** Customer agrees to use commercially reasonable efforts to: (i) deploy the Limited Availability Software in a production environment, (ii) actively use the Limited Availability Software, (iii) participate in twice monthly feedback meetings with Nayutal, and (iv) consider acting as a reference customer for Nayutal regarding the Limited Availability Software, if Customer has a positive experience. In connection with the foregoing, Customer may be asked to participate in the following reference activities: customer case study, video production, industry analyst conversation, public quote on collateral/website and speaking engagement at Nayutal’s designated conferences.
3. **NO RELIANCE.** Nayutal has no obligations about any forward-looking statements made in connection with or in the course of providing the Limited Availability Software. Forward-looking statements are statements regarding future Nayutal events, product offerings, product performance, customer uses or the expected financial performance of Nayutal. Any such statements reflect current expectations and estimates based on factors currently known and that actual events or results could differ materially. Nayutal does not assume any obligation to update any forward-looking statements made during the Limited Availability Software project. In addition, any information about our roadmap outlines our general product direction and is subject to change at any time without notice. It is for informational purposes only and shall not be incorporated into this Agreement or any contract or other commitment. Nayutal undertakes no obligation either to develop the features or functionality described in the forward-looking statement or to include any such feature or functionality in a future release, including those Customer is reviewing as a part of this Limited Availability Software.