



ON PREMISE CUSTOMER TERMS AND CONDITIONS

These On Premise Customer Terms and Conditions (this "**Agreement**"), effective as of the date on which you check a box acknowledging your acceptance of this Agreement or you execute with Hydrolix an Order that incorporates this Agreement by reference (the "**Effective Date**"), is by and between Hydrolix, Inc. a Delaware corporation with offices located at 1120 SE Madison St, Portland, OR 97214 ("**Hydrolix**") and the entity on whose behalf the individual accepting this Agreement accepts this Agreement ("**Customer**"). The individual accepting this Agreement hereby represents and warrants that it is duly authorized by the entity on whose behalf it accepts this Agreement to so accept this Agreement. Hydrolix and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." The Parties agree as follows:

1. Definitions.

- 1.1 "**Approved Servers**" has the meaning set forth in the Order.
- 1.2 "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to use the Software under this Agreement.
- 1.3 "**Documentation**" means Hydrolix's end user documentation relating to the Software available at <https://docs.hydrolix.io/>.
- 1.4 "**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.
- 1.5 "**Hydrolix IP**" means the Software, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing.
- 1.6 "**License Limitations**" means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized User seats (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.
- 1.7 "**License Term**" means the time period identified on the Order.
- 1.8 "**Order**" means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Software through Hydrolix's online ordering process, the results of such online ordering process.
- 1.9 "**Software**" means the Software identified in the Order, in object code form, as licensed to Customer for use by Authorized Users in accordance with this Agreement.
- 1.10 "**Professional Services**" means training, migration, implementation, integration, or related services that are memorialized in an Order or other writing between the parties.
- 1.11 "**Third-Party Products**" means any third-party products provided with, integrated with, or incorporated into the Software.

2. License and Use.

2.1 Software License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the License Limitations, Hydrolix hereby grants Customer, during the License Term, a limited, worldwide, non-transferable (except in compliance with [Section 13.8](#)), and non-sublicensable (except as necessary to install the Software on the Approved Servers) license to install the Software on the Approved Servers and to use the Software for Customer's internal business purposes. Each Authorized User must have its own unique account for the Software and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Hydrolix hereby grants to Customer a non-exclusive, non-transferable (except in

compliance with Section 13.8), and non-sublicensable license to use the Documentation during the License Term solely for Customer's internal business purposes in connection with its use of the Software.

2.3 Electronic Delivery. All Software and Documentation shall be delivered by electronic means, unless otherwise agreed to by the Parties in writing. Software shall be deemed delivered when it is made available for download by Customer.

2.4 License Restrictions. Customer shall not use the Software for any purposes beyond the scope of the license granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any Hydrolix IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software, in whole or in part; (iv) remove any proprietary notices from any Hydrolix IP; (v) use any Hydrolix IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) use any Hydrolix IP for purposes of competitive analysis of Hydrolix or the Software, the development, provision, or use of a competing software service or product, or any other purpose that is to Hydrolix's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Software or use the Software other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Software any information or materials, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any Hydrolix IP for any activity where use or failure of the Hydrolix IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.5 Reservation of Rights. Hydrolix reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Hydrolix IP.

2.6 License Revocation. Notwithstanding anything to the contrary in this Agreement, Hydrolix may temporarily or permanently revoke Customer's license the Software if: (i) Hydrolix reasonably determines that (a) there is a threat or attack on any of the Hydrolix IP; (b) Customer's or any Authorized User's use of the Hydrolix IP disrupts or poses a security risk to the Hydrolix IP or to any other customer or vendor of Hydrolix; (c) Customer, or any Authorized User, is using the Hydrolix IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) Hydrolix's provision of the Software to Customer or any Authorized User is prohibited by applicable law; or (f) any content, data, or information submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Software may infringe or otherwise violate any third party's intellectual property or other rights; or (ii) in accordance with Section 6.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**License Revocation**"). Hydrolix shall use commercially reasonable efforts to provide written notice of any License Revocation to Customer and to provide updates regarding reinstatement of Customer's license to the Software following any License Revocation. Hydrolix shall use commercially reasonable efforts to resume providing Customer with license rights to the Software as soon as reasonably possible after the event giving rise to the License Revocation is cured. Hydrolix will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a License Revocation.

2.7 Open Source Components. Certain aspects of the Software may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Hydrolix will provide a list of Open Source Components for a particular version of any distributed portion of the Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (i) Hydrolix will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (ii) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Hydrolix to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third-Party Products.

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such use is permitted by or in violation of this Agreement. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. Hydrolix may from time to time allow for certain Third-Party Products to be integrated with or compatible with the Software to allow for the transmission of certain content, data, or information from such Third-Party Products into the Software. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. Hydrolix is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Software; (ii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party Softwares or service providers ("**Customer Systems**"); (iii) the security and use of Customer's and its Authorized Users' access credentials; and (iv) all access to and use of the Software directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

4. Support. During the License Term, Hydrolix will provide Customer with applicable support pursuant to the Services Level Agreement in Appendix 1, unless otherwise mutually agreed upon by the Parties in writing.

5. Professional Services. Hydrolix will perform Professional Services as described in an Order. Customer will provide Hydrolix all reasonable cooperation required for Hydrolix to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse Hydrolix's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Hydrolix and may be used by Customer solely in connection with Customer's authorized use of the Software under this Agreement.

6. Fees and Taxes.

6.1 Fees. The Software may be provided for a fee or other charge. Customer shall pay Hydrolix the fees ("**Fees**") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or credit or debit card payment via the link provided in the applicable invoice to such account as Hydrolix may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer fails to make any payment when due, and Customer has not notified Hydrolix in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting Hydrolix's other rights and remedies: (i) Hydrolix may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Hydrolix for all reasonable costs incurred by Hydrolix in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Hydrolix may revoke Customer's and its Authorized Users' license to all or any part of the Software until such amounts are paid in full.

6.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Hydrolix's income.

7. Confidential Information.

7.1 Definition. From time to time during the License Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

7.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

7.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. Ownership; Feedback.

8.1 Ownership. Customer acknowledges that, as between Customer and Hydrolix, Hydrolix owns all right, title, and interest, including all intellectual property rights, in and to the Hydrolix IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

8.2 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Hydrolix by mail, email, telephone, or otherwise, suggesting or recommending changes to the Hydrolix IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Hydrolix is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

9. WARRANTY DISCLAIMER. THE HYDROLIX IP IS PROVIDED “AS IS” AND HYDROLIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HYDROLIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HYDROLIX MAKES NO WARRANTY OF ANY KIND THAT THE HYDROLIX IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SOFTWARE, PROVIDE SPECIFIC OUTCOMES, OR BE ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Indemnification.

10.1 Hydrolix Indemnification.

(a) Hydrolix shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Software, or any use of the Software in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies Hydrolix in writing of the claim, cooperates with Hydrolix, and allows Hydrolix sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit Hydrolix, at Hydrolix's sole discretion: to (i) modify or replace the Software, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If Hydrolix determines that neither alternative is reasonably commercially available, Hydrolix may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(c) This Section 10.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Hydrolix or authorized by Hydrolix in writing; (ii) modifications to the Software not made by Hydrolix; or (iii) Third-Party Products.

10.2 Customer Indemnification. Customer shall indemnify, hold harmless, and, at Hydrolix's option, defend Hydrolix from and against any Losses resulting from any Third-Party Claim based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Software in a manner not authorized by this Agreement; or (iii) use of the Software in combination with data, software, hardware, equipment or technology not provided by Hydrolix or authorized by Hydrolix in writing; in each case provided that Customer may not settle any Third-Party Claim against Hydrolix unless Hydrolix consents to such settlement, and further provided that Hydrolix will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10.3 SOLE REMEDY. THIS SECTION 10.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND HYDROLIX'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. LIMITATIONS OF LIABILITY. EXCEPT FOR BREACHES OF ITS CONFIDENTIALITY OBLIGATIONS OR FULFILLMENT OF ITS INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (I) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (II) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (III) LOSS OF GOODWILL OR REPUTATION; (IV) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (V) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER HYDROLIX WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR FULFILLMENT OF ITS INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO HYDROLIX UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

12. License Term and Termination.

12.1 License Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial License Term**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial License Term unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal License Term**" and together with the Initial License Term, the "**License Term**").

12.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) Hydrolix may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar

days after Hydrolix's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.4 or Section 7;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach;

(c) Customer may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice to Hydrolix; or

(d) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Hydrolix IP and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of the Hydrolix IP and certify in writing to the Hydrolix that the Hydrolix IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

12.4 Survival. This Section 12.4 and Sections 1, 5, 7, 8, 9, 10, 11, 12.3, and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this AgreementSPO, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

13.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

13.3 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

13.4 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

13.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement

or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.6 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

13.7 Dispute Resolution. For any dispute in connection with this Agreement, the Parties agree to first attempt to mutually resolve the dispute informally via negotiation. If the dispute has not been resolved after sixty (60) days, the Parties agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in Portland, Oregon unless otherwise agreed. Each Party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

13.8 Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Hydrolix. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

13.9 Export Compliance. Customer acknowledges that the Software is subject to United States export control and economic sanctions laws, regulations and requirements and to import laws, regulations and requirements of certain foreign governments. Customer shall not, and shall not allow any third party to, export from the United States or allow the re-export or re-transfer of any part of the Software: (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. Government; (ii) to any person or entity on any of the U.S. Government's Lists of Parties of Concern (<http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>); (iii) to any known end-user or for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any U.S. Government agency having jurisdiction with respect to the transaction; or (iv) otherwise in violation of any export or import laws, regulations or requirements of any United States or foreign agency or authority.

13.10 US Government Rights. Each of the Documentation and the software components that constitute the Software is a "commercial item" as that term is defined at 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. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Software and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

13.11 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 or, in the case of Customer, Section 2.4, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

13.12 Publicity. Hydrolix may identify Customer as a licensee of the Software and may use Customer's name, logo, and other trademarks in Hydrolix's customer list, press releases, blog posts, advertisements, and website (and all use thereof and goodwill arising therefrom shall inure to the sole and exclusive benefit of Customer). Otherwise, neither Party may use the name, logo, or other trademarks of the other Party for any purpose without

the other Party's prior written approval.

APPENDIX 1

SERVICE LEVEL AGREEMENT

1. Scope of Support. Hydrolix shall be responsible for troubleshooting problems and issues with the Software. Hydrolix shall use commercially reasonable efforts to provide telephone, live chat, and e-mail support to Customer to troubleshoot issues with the Software during the hours of 9am to 5pm, Monday through Friday, excluding U.S. holidays ("**Regular Hours**") and shall attempt to resolve any issues as set forth below. In addition, Hydrolix will provide Software updates, patches and bug fixes ("**Updates**") that Hydrolix, in its sole discretion, makes generally available to its other similarly situated customers without additional charge.
2. Error Severity Levels and Hydrolix Responses. Hydrolix shall use commercially reasonable efforts to engage in the following activities with respect to any error in the Software that significantly degrades the Software or Customer's and/or the Authorized Users' use thereof (each, an "**Error**") in accordance with the severity level reasonably assigned to such Error by Hydrolix.
 - "**Severity 1 Error**" means an Error that renders the Software inoperable or prevents the use of a necessary function of the Software. Customer shall report a Severity 1 Error by reporting it to **support@hydrolix.io**. Hydrolix will respond to Customer within one (1) hour after a report from Customer of a Severity 1 Error and will use commercially reasonable efforts to provide a remedy for the Error ("**Fix**") or Workaround as soon as reasonably practicable given the nature of the Error. "**Workaround**" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.
 - "**Severity 2 Error**" means an Error in which a major functionality of the Software is experiencing a reproducible problem and that causes major inconvenience to all or substantially all Authorized Users. Hydrolix will respond to Customer as soon as reasonably practicable during Regular Hours following a report from Customer of a Severity 2 Error and will use commercially reasonable efforts to provide a Fix or Workaround within a reasonable period of time given the nature of the Error.
 - "**Severity 3 Error**" means an Error in which an important function of the Software is experiencing an intermittent problem or a common non-essential operation is failing consistently, however, the use of the Software in the manner in which it was intended is not materially affected. Hydrolix will use commercially reasonable efforts to include a Fix for a Severity 3 Error in the next regular Software maintenance release.
3. Exclusions/Restrictions. Hydrolix shall have no obligation to support any Errors in the Software attributable to (i) Customer Systems, (ii) use of the Software other than in accordance with this Agreement, or (iii) Errors that are not reproducible by Hydrolix. Hydrolix will have the right to charge Customer, in accordance with Hydrolix's then-current policies and rates, for any support provided resulting from problems, errors or inquiries relating to any of the foregoing.
4. Customer Responsibilities. Customer shall be responsible for providing sufficient information and data to allow Hydrolix to readily reproduce all reported Errors if and when applicable.

THESE TERMS AND CONDITIONS DEFINE A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SOFTWARE AND MATERIALS AND SERVICES RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THESE SUPPORT TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT.