

Nastel Technologies LLC

**immixTechnology Rider to Product Specific License Terms and
Conditions (for U.S. Government End Users)**

1. **Scope.** This Rider and the attached Nastel Technologies LLC ("Manufacturer") product specific license terms establish the terms and conditions enabling immixTechnology ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under immixTechnology's GSA MAS IT contract number GS-35F-0265X (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and immixTechnology agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that immixTechnology as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** immixTechnology agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

- u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

3. Order of Precedence/Conflict. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

THIS SOFTWARE SUBSCRIPTION LICENSE AGREEMENT entered into _____, by and between Nastel Technologies LLC ("Nastel"), a Delaware corporation having its principal offices at 88 Sunnyside Blvd, Suite 101, Plainview, NY 11803 and the Ordering Activity under GSA Schedule contracts identified in the Order _____, having its principal offices at _____ ("Licensee") sets forth the terms and conditions applicable to any software and related documentation and other materials and services licensed to Licensee pursuant to an Order Form referencing this Agreement.

1. Definitions.

The following definitions shall apply to all licenses granted to Licensee:

- (a) "Licensed Product" means the Software (in object code form) identified on an Order Form referencing this Agreement, and all updates thereof supplied by Nastel during the term of this Agreement and all permitted copies of the foregoing as well as Documentation.
- (b) "Software" means the software and Updates supplied by Nastel during the term of this Agreement.
- (c) "Documentation" means all documentation describing the operation of the Software, whether in printed or electronic form.
- (d) "Licensed CPU", "Licensed vCPU" or "Licensed Core" means, if the Software is licensed on such basis as specified on the Order Form, the logical central processing unit as reported by the operating system running as Virtual Machine (VM) or Logical Partition (LPAR) on which the Software may be operated.
- (e) "Maintenance Services" means those various support activities described on Exhibit B which are available to licensees of the Licensed Product comprising Updates (that is limited to bug fixes, maintenance and enhancement releases).
- (f) "Order Form" means a written document issued by Licensee and accepted by Nastel procuring a license for the Licensed Product.
- (g) "Modify" means to add, delete or alter code in the Software.
- (h) "Copy" means the medium on which information is fixed on a temporary or permanent basis and from which it can be perceived, reproduced, used, or communicated, either directly or with the aid of a machine or device.
- (i) "Updates" means bug fixes, support and maintenance and related enhancements. Updates do not include components or new products made available as new releases.
- (j) "Use" means the permitted reading of the Licensed Product into and out of memory and the licensed operation of the Software, in whole or in part, by the Licensed CPU or Instance identified on an Order Form.
- (k) "Named User" is defined as an Individual authorized by Licensee to use the licensed Software regardless of whether the individual is actively using the programs at any given time.
- (l) An "Instance" is defined as a single copy of the **software** running on a single virtual server operating system. For each unique technology, the Instance is equated to the corresponding managed/monitored component shown in the Order Form (Example: For IBM MQ an Instance will be Queue Manager, For TIBCO EMS an instance will be Broker etc)
- (m) "Term" means the limited period designated in the Order Form, after which Licensee shall have no right to continue to use the Licensed Product unless renewed as specified in the Order Form.
- (n) "Cloud Rights" is defined as usage that may occur on Licensee's premises or at a third party's data center (Cloud) and shall include the right to store virtual machines on the third party's data center and run virtual machines to connect to Instances of managed middleware deployed either on Licensee's internal IT or deployed at a third party's data center, either by Licensee or a third party data center provider's employees in case of datacenter outage to move or relocate the images for recovery purposes only.
- (o) A **Kafka Node** is a fundamental component that enables the operation of a Kafka Cluster. Examples include Kafka Controller nodes, such as ZooKeeper nodes or KRaft Controller nodes, depending on the cluster's configuration. Broker nodes are responsible for managing data streams by receiving, storing, and serving messages to consumers. Other component nodes encompass the Schema Registry (or similar schema storage solutions), ksqlDB, Connect, and Proxy, among others. Additional nodes may also support stream processing and other evolving functionalities within the Kafka ecosystem. *Note: As Kafka technology evolves, this definition may not be exhaustive.*

2. Grant of Subscription License.

- (a) Subject to payment of the subscription license fee set forth on an Order Form in accordance with the GSA Schedule Pricelist, Nastel hereby grants to Licensee, and Licensee hereby accepts, a personal, non-exclusive and non-transferable license to Use the Licensed Product for the Term for its own internal use and business processing needs on the Instance on an Order Form. Licensee may not Use the Licensed Product in a service bureau environment.
- (b) Any Use other than as specifically permitted on an Order Form or beyond the Term is subject to the purchase of a separate license, together with the payment of additional annual license fees and charges, provided, however, Licensee may temporarily transfer the license granted in an Order Form to a back-up CPU or Instance, if the Licensed CPU or Instance is inoperative for reasons beyond Licensee's reasonable control.
- (c) The license Term may be renewed for additional successive one (1) year terms by executing a new Agreement in writing.

3. Protection of Licensed Product.

- (a) Licensee acknowledges and agrees that the Licensed Product and all copies thereof are Nastel's sole and exclusive intellectual property and constitute a valuable trade secret of Nastel or its third party licensors. Use other than as permitted is prohibited by patent, copyright, trade secret, and similar laws protecting such property. Licensee shall have no right, title, or interest therein and all intellectual property rights are expressly reserved. Licensee neither owns nor acquires any claim or right of ownership to the Licensed Product or to any intellectual property. Licensee undertakes to preserve any and all copyright, confidentiality and other proprietary notices in copies of the Licensed Product. Licensee may not disclose or make available to third parties the Licensed Product or any portion thereof without Nastel's prior written consent. Neither Licensee nor any third party may disclose, commercialize, exploit, distribute, rent, lease or sublicense all or any portion of the Licensed Product, modify or prepare derivative works of the Licensed Product or reverse engineer, decompile, disassemble the Licensed Product, or attempt to do so in any manner whatsoever to recreate the Licensed Product source codes.

- (b) Upon any termination, cancellation, or expiration hereof, Licensee shall immediately certify that it has destroyed all copies and that they are no longer in Use.

4. Confidentiality.

- (a) In consideration of disclosing any Confidential Information (as defined below) hereunder, each party will treat such Confidential Information as confidential and shall protect the nature of the Confidential Information by using the same degree of care, but not less than a reasonable degree of care, as the recipient uses to protect its own Confidential Information, so as to prevent the unauthorized dissemination or publication of the Confidential Information to third parties. Neither party will disclose Confidential Information other than to those of its employees or agents who need to know such information for the performance of each party's rights and obligations under this Agreement. Neither party will use Confidential Information for any other purpose without the prior written consent of the other party. All Confidential Information shall remain the property of the disclosing party, and each party will return or destroy any materials containing such Confidential Information upon request of the other party.
- (b) "Confidential Information" shall mean all information marked or identified as confidential or proprietary, or received under circumstances reasonably interpreted as imposing an obligation of confidentiality, which is disclosed pursuant to this Agreement or any Order Form. Such term includes, but is not limited to, the Licensed Product, all intellectual property rights, trade secrets, ideas, concepts, designs, methodologies, technologies, and business matters such as research and development information, unreleased Licensed Product, source codes, new products, business opportunities, sales and marketing plans and financial and personnel information. Nastel recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

5. Services and Training.

Licensee is solely responsible for the selection, installation and Use of the Licensed Product. Should Nastel and Licensee agree, Nastel shall provide Licensee with Services or Training, subject to availability, at the rates and under the terms and conditions set forth on a Statement of Work (the "SOW") referencing an Order Form. Licensee shall reimburse Nastel for all reasonable travel, per diem and other related expenses incurred by Nastel during the performance of such SOW in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer

shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document. Nastel shall perform the Services under the general direction of Licensee, but Nastel shall determine, in Nastel's sole discretion, the manner and means by which the Services are accomplished. Nastel's employees shall observe policies respecting Licensee's

premises except for any drug testing requirements which shall be performed by Licensee at its sole cost and expense.

6. Warranty.

- (a) For a ninety (90) day period after delivery of the Licensed Product, Nastel warrants that the (a) medium and documentation is free from material defects in materials or workmanship under normal use; (b) Licensed Product will provide, in all material respects, the functionality set forth in the Documentation, and (c) the Licensed Product does not infringe the intellectual property rights of third parties. Nastel warrants that any professional services delivered under a SOW will conform to the SOW for a ninety (90) day period after delivery.
- (b) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE LICENSED PRODUCT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OF THE COMPUTER PROGRAM, INFORMATIONAL CONTENT, OR FITNESS FOR LICENSEE'S PURPOSE OR SYSTEM INTEGRATION.

7. Indemnification.

- (a) Nastel shall have the right to intervene to defend or settle, at its own expense, any claim made against Licensee that the Use of the Licensed Product infringes any United States patent, copyright, trade secret or other proprietary right. Nastel shall indemnify Licensee and hold it harmless against any judgment finally awarded by a court of competent jurisdiction, provided that Licensee shall give Nastel prompt written notice of such claim and shall provide Nastel with all reasonable cooperation and information to aid in such defense.
- (b) If a claim is made that the Use of the Licensed Product infringes any United States patent, copyright, trade secret or other proprietary right, or if Nastel believes that a likelihood of such a claim exists, Nastel may, in Nastel's sole discretion, procure for Licensee the right to continue using the Licensed Product, modify it to make it non-infringing but continue to meet the specifications therefore, or replace it with non-infringing software of like functionality that meets the specifications for the Licensed Product; provided, however, if none of the foregoing is commercially reasonably available to Nastel, Nastel may terminate the license granted herein and require that Licensee return the Licensed Product to Nastel, including all copies and portions thereof. The unused portion of the license fee shall be refunded and amortized on a pro-rata basis according to a useful life of three (3) years. Nastel shall have no liability to Licensee for any claim

of infringement if such claim is based on a combination of the Licensed Product with data or with other software or devices not supplied by Nastel; or Modifications made to the Licensed Product by Licensee.

- (c) The foregoing sets forth the entire liability of Nastel to Licensee for the infringement of proprietary rights by the Licensed Product or any portion thereof.

8. LIMITATION OF LIABILITY.

- (a) **IN NO EVENT SHALL NASTEL BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO THE LICENSED PRODUCT OR THE PERFORMANCE OR BREACH UNDER THE LICENSE AGREEMENT, EVEN IF NASTEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.**
- (b) **IN NO EVENT SHALL NASTEL BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE LICENSED PRODUCT, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY OF NASTEL IN THE DELIVERY OF THE LICENSED PRODUCT OR IN THE PERFORMANCE OF SERVICES UNDER THIS LICENSE AGREEMENT OR RELATED AGREEMENTS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.**

9. Ownership and Title.

To assist Nastel in protecting its proprietary rights, Licensee agrees to allow Nastel, or its representative, upon reasonable notice, and during normal business hours, to audit and inspect Licensee's computer systems to verify that the Licensed Product is Used as permitted herein and any Order Form.

10. Support and Maintenance Services

Subject to payment of the subscription license fee set forth on an Order Form, Licensee shall receive Support and Maintenance Services from Nastel as reflected on Exhibit B. Should Licensee elect to renew the Term, Nastel shall be entitled to increase the price in accordance with the then current GSA Schedule Pricelist.

11. Notices.

Notices to be given under this License Agreement shall be

in writing, and sent by registered or certified mail, return receipt requested, to the addresses set forth above. Should such addresses change, each party shall advise the other party in writing.

12. Default and Termination.

- (a) When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Nastel shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- (b) Failure at any time to enforce any of the provisions of this License Agreement or any right with respect thereto, or to exercise any options herein provided, will in no way be construed to be a waiver of such provisions, rights, or options, or in any way affect the validity of this License Agreement. The exercise of any rights or options under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or any other right under this License Agreement.

Secretary until the amount is paid.. Nastel shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

13. Severability.

In the event that one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of jurisdiction governing the License Agreement, such unenforceability shall not affect any other provisions of the License Agreement, but the License Agreement shall then be construed as if such unenforceable provisions or provisions had never been contained herein.

14. Compliance with Laws; Export and Re-export.

Both parties shall comply with all applicable laws and regulations governing use and operation of the Licensed Product, including, but not limited to, federal or state privacy statutes such as the General Data Protection Regulation (GDPR) or California Consumer Privacy Act (CCPA) and all laws respecting bribery (Anti-Kickback Statute, United States Foreign Corrupt Practices Act, and the UK Bribery Act), and other similar anti-corruption legislation in other jurisdictions. Licensee agrees that it will ensure that the Licensed Product will not be shipped, transferred, exported, or re-exported into any country or used in any manner prohibited by any export regulations applicable to the jurisdiction or country in which Licensee purchased the license for the Licensed Product.

15. Payment Terms.

Licensee shall pay to Nastel the fees listed in an Order Form within thirty (30) days of the invoice receipt date. In addition, past due amounts are subject to a late charge equal to the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the

16. Reference Site.

Licensee shall act as a reference site for Nastel which shall permit Nastel to feature Licensee as a user of Nastel technology, including contributing to press releases, customer profiles and accepting prospect calls.

17. General.

- (a) This Agreement shall be effective upon execution by the parties.
- (b) This Agreement may not be transferred or assigned by Licensee in any manner whatsoever, except upon the prior written agreement of Nastel.
- (c) Any claim arising out of or related to this Agreement must be brought no later than six (6) years after it has accrued.
- (d) Licensee acknowledges and agrees that Nastel is an independent contractor and this agreement does not create an employer/employee or agency relationship between Nastel and Licensee. Accordingly, Licensee shall have no withholding obligations with respect to Nastel's compensation and Nastel shall be solely responsible for payment of, and shall indemnify and hold Licensee harmless against, all taxes, including, without limitation, federal, state and local taxes arising out of Nastel's compensation under this Agreement. Nastel shall not be covered by or have any rights to participate under any employee benefit plans of Licensee that are in existence or hereafter adopted or implemented and Licensee shall not be responsible for payment of workers' compensation, disability benefits or unemployment insurance. As an independent contractor, Nastel shall not have the power or authority to bind Licensee to any obligations whatsoever to third parties without the prior written consent of Licensee.
- (e) This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by a writing executed by the authorized representatives of both parties. Any of Licensee's

purported contractual terms referenced or appearing on an Order Form or any purchase order are expressly excluded from the Agreement and Order Form, and shall be construed to be referenced solely for Licensee's internal use and administrative convenience.

Neither the provisions of the Uniform Computer Information Transactions Act (UCITA) nor the United Nations Conventions on the Sale of Goods shall apply.

- (f) This Agreement shall be interpreted in accordance with the Federal laws of the United States.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of below date.

LICENSEE

Nastel Technologies, LLC

Name:
Position:
Dated:

Name:
Position:
Dated:

Software Subscription License Agreement – Exhibit A Support, Maintenance, Assistance and Updates

This Exhibit is subject to the terms of the Software Subscription License Agreement (the "Agreement") and the exhibits and schedules thereto between Nastel Technologies LLC. ("Licensor") and **{CUSTOMER NAME}** ("Licensee") dated _____.

Unless specifically modified or changed herein, the terms and conditions of the Agreement shall remain in effect. In the event of a conflict or inconsistency between the terms and conditions contained in this Exhibit A and the Agreement, the terms and conditions contained herein shall prevail.

1. Licensor will provide telephone support, maintenance, and assistance to Licensee with respect to the Software, and will provide Licensee with updates to the Software, in accordance with the terms and conditions listed in this Exhibit A.
2. Licensee will designate persons on its technical support staff who will be authorized to contact Licensor under this Exhibit A, and will provide Licensor with the names and contact information of authorized persons and their successors ("Licensee Support Contacts"). Licensor will assign engineers responsible for the Software to provide support, maintenance, and assistance to Licensee in accordance with this Exhibit A, and will provide Licensee with the names and contact information of these persons and their successor ("Licensor Support Contacts").
3. Licensor will not be responsible for failure to correct a problem to the extent that

Licensor is unable to replicate the problem, or the problem is caused by (1) a

malfunction of computer hardware or software other than the Software, (2) an unauthorized modification of the Software by Licensee, (3) Licensee use of the Software with systems other than those contemplated by this Agreement or the Specifications that may otherwise be approved by Licensor, (4) Licensee's failure to implement the most recent update provided to Licensee by Licensor, or (5) Software being subjected to neglect, accident or the elements. In any of these events, Licensor will advise Licensee, and upon request, will provide assistance as Licensee may reasonably request with respect to the problem at Licensor's standard hourly rates for support.

4. Licensee will provide Licensor with reasonable access to Licensee's authorized support staff and computers during ordinary business hours following reasonable notice by Licensor for the sole purpose of facilitating Licensor's performance of its Support obligations.
5. Licensee will use reasonable efforts to implement the most recent update as soon as practical after receipt of such updates. Following any new release, Licensor will continue to provide Support for the then current release, as well as the one release prior to the then current release.
7. In addition to the Support to be provided under this Exhibit A, Licensee will be entitled to receive other support, maintenance and assistance as Licensor may make available to other users of the Software, at prices and on terms no less favorable to Licensee than the price and terms made available by Licensor to any other user of the Software.
8. Licensor agrees to make available to Licensee, during the warranty period for the Software, the first ninety (90) days following the Effective Date of this agreement, and during any Renewal Support Term, any updates that Licensor may develop for the Software. Updates (which term will include any bug fixes) will be furnished to Licensee at no additional charge no later than the date the relevant update is released to other customers who license the Software. Licensor will promptly notify Licensee from time to time as updates become available. All updates will be subject to the applicable provisions in the Agreement and Licensor warrants that no update will adversely affect form, fit, function, reliability, safety or serviceability of the Software, or the Software's compliance with all of the requirements of this Agreement. In addition, Licensor will provide to Licensee the number of copies of user documentation with all updates, as required by Licensee.

EXHIBIT A

NASTEL TECHNOLOGIES, LLC

Support Policy for the meshIQ Platform

The meshIQ Support team is available 24/7/365. Our Support representatives are readily available to assist you whenever and wherever needed. We ask that you review this document and follow the policies described to help the Support team assist all our clients as efficiently and effectively as possible.

There are several support methods available to our customers:

- **Product Documentation and help files.** Documentation is supplied with every meshIQ product. In addition, there are help files linked from the products. The complete technical library is available in the Resource Center, which is available 24/7.
- **The meshIQ Resource Center:** <http://customers.meshiq.com>. The Resource Center has frequently asked questions (FAQ) and downloadable installation and user guides in PDF format. Much of the information on the Resource Center is public, but you do need to register to post to the community forum or submit tickets.
- **The meshIQ mySupport Site:** <http://mysupport.meshiq.com>. The mySupport site is also available 24/7 and contains a historical record of tickets and resolutions. You may also initiate a new ticket through this site. See the Resource Center article [Working with Tickets in meshIQ mySupport](#) for instructions. New tickets are logged and assigned for immediate review by the meshIQ Support staff. You will be assigned a number that will serve as a reference number for the ticket.
- **Email mySupport:** mysupport@meshiq.com. You may submit an issue at any time by emailing mysupport@meshiq.com. A ticket is automatically opened to track it. The ticket will then be available on the mySupport site. Email support is available 24/7; emails will be addressed in accordance with the Support Guidelines outlined below. *All email replies are recorded in the mySupport ticket and can be viewed by anyone with access to the ticket.*
Please note that support@meshiq.com is a distribution list that you can use to send a message to all Support team members, but it is only a message. [Support@meshiq.com](mailto:support@meshiq.com) does not affect mySupport tickets.
- **Telephone Support: (1-800-580-2344).** Telephone support is the most direct and immediate method. However, it should be reserved for critical issues, not routine or informational needs.

Support Guidelines

If the issue you are experiencing is not outlined in the documentation or in the Resource Center, please use the following tips to make your support experience as quick and as effective as possible. Consider or collect the following information prior to contacting meshIQ Support.

Define the problem



1. Be able to articulate the symptom(s) of the problem.
2. Provide any error messages or error output associated with the issue.
3. Provide as many details related to the issue as possible.

Gather relevant information

1. Determine meshIQ software products and versions. Also include any relevant plug-in information.
2. Determine the 3rd party software version (for example, IBM MQ 9.3) and CSD level.
3. Determine the Operating System platform and version (for example, Windows Server 2022, Red Hat Linux V9).
4. Determine whether this problem has occurred before or if this is an isolated incident.
5. Determine what occurred before the problem was detected.
6. Determine whether any changes have been made to the system recently.

Please read the following Telephone and Email guidelines before contacting Support by one of these methods.

Telephone

- Write down the exact text of any error messages you received.
Note the details of the problem, including the steps you took before the issue occurred and how often the issue happens.
- Indicate the product name and version number, along with any update or service pack numbers for the product you are calling about. Most product titles and versions are shown in README.txt and in the software. (On menu-based products, go to **Help > About** or  **> About** to view the exact version information; in Navigator, click the Information icon .)
- Be prepared to copy files, screen shots, and any other information that we may request. This also further enables us to propose solutions as we identify the issues.
- Explain your issue as clearly as possible. This will help us determine the problem and provide a timely solution.
- Be prepared to troubleshoot the problem or to be directed to a support document. We may ask you to perform some tasks to get a better picture of what's happening or to take some steps toward fixing the problem.
- Be willing to work with us. It's important that you participate proactively to resolve your issues.
- If you do not fully understand the answers and explanations we provide, make sure you ask for clarification. We are here to help. It is important to us that your issue be answered completely and as quickly as possible.

Email

- Identify the product and version you are having issues with. If you select the wrong product, it can significantly increase the amount of time needed for a resolution.
- Include the exact text of any error messages you received. Attach screen shots to your email if necessary.
- Spam filters may block responses from our system; be sure to monitor any spam filtering software to make sure you receive emails from "meshIQ mySupport."

Priority

Every ticket that is reported to meshIQ Support is assigned a "type" and a "priority." The type describes the nature of the issue, such as question, incident, problem, or task. The priority is a ranking that represents the impact of the reported problem on your business needs. meshIQ Support will work on the ticket until it is resolved, an acceptable workaround is found, or the ticket is downgraded to a lower priority. The following table shows the criteria for each priority level.

Priority Criteria

Priority	Definition	Example
1 Urgent	Critical Situation/Production Down A business-critical meshIQ software component in a production environment is inoperable.	Outage of the customer system upon which the meshIQ product is installed (High CPU). Workgroup server or M6-WMQ agent program failure prevents the customer from proceeding with the application.
2 High	Severe impact A meshIQ software component in a production environment is severely restricted in its use, causing significant business impact.	Execution of agent scripts on a specific server is not working. Data being reported doesn't work as a service after rebooting.
3 Normal	Moderate impact A non-critical meshIQ software component feature is malfunctioning in a production environment, causing moderate business impact; or any significant meshIQ software component is malfunctioning in a test environment.	Most issues fall into this category. A utility program failing to start. Creating a queue manager function does not work.
4 Low	Minimal impact A non-critical meshIQ software component is malfunctioning, causing minimal business impact; or a non-technical request is made.	The documentation is incorrect. Misspelling on a menu or dialog.

Priority Response Times

meshIQ Support understands that you require a timely response to your requests for assistance. In the table below are meshIQ Support's objectives for callback response time based on the priority of the issue reported.

Priority ¹	Response	Action	Resolution
1 (Urgent)	Within 1 Hour	Constant communication at an agreed-upon interval is maintained until the problem is resolved.	Within 24 Hours
2 (High)	Within 2 Hours	The problem is treated as a high priority	Within 3 Business Days
3 (Normal)	Within 8 Hours	A diligent effort is made to resolve the problem	Within 15 Business Days
4 (Low)	Within 24 Hours	A response to the customer questions will be supplied. The documentation error will be resolved in the next product release.	Within 30 Business Days

Enhancement Request Category

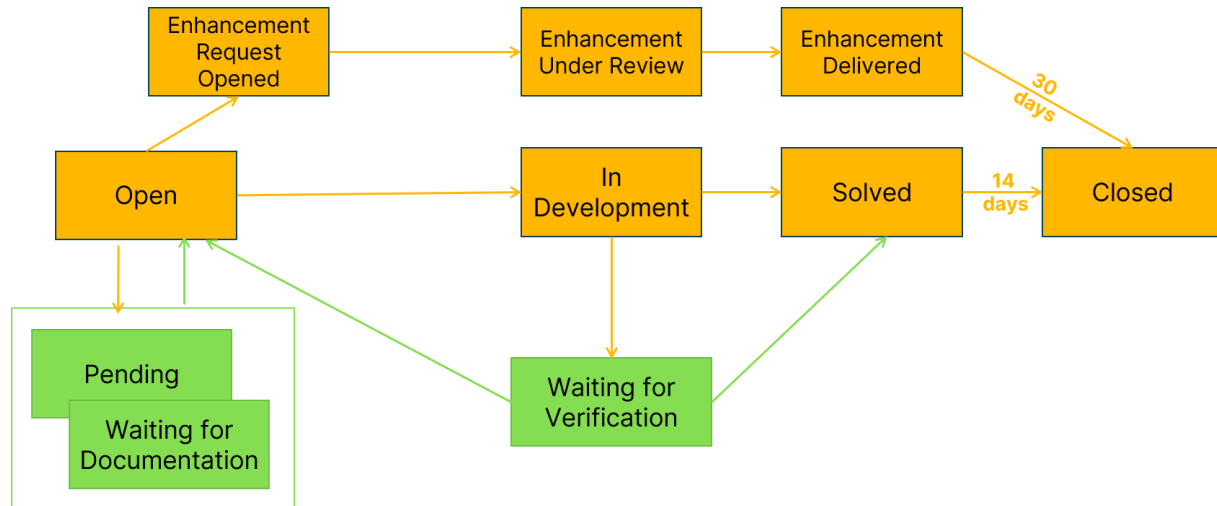
When you submit a request using the Enhancement Request category, you are identifying a need for, or suggesting additional functionality of, a meshIQ product. Enhancement requests will be implemented at our discretion.

As described later in the [Issue Status handled by meshIQ Support](#) section, enhancement requests are handled by meshIQ Support and initially carry the status of *Enhancement Request Opened*. If meshIQ decides to move forward with the request, the status is changed to *Enhancement Under Review*.

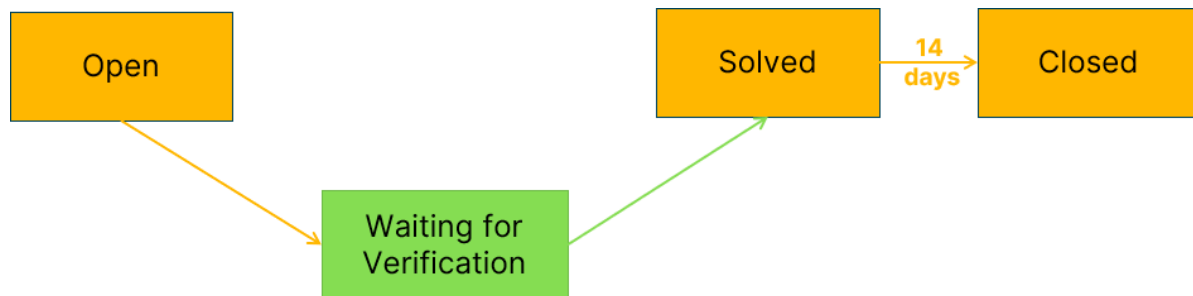
¹ Support will not usually change the Priority of your tickets without validation. The priority stays as originally logged unless you either agree or you downgrade an issue. The priority may be changed when it meets a new level based on the criteria defined above. Tickets are closed only after customer confirmation that a suitable resolution was reached.

mySupport Ticket Lifecycle

The following sections cover the lifecycle of a ticket through the mySupport system. In the lifecycle diagram below, items marked in orange indicate that the ticket is being managed by meshIQ Support. Items marked in green indicate that meshIQ is waiting for you to respond.



A ticket may not flow through all states. For example, if the type is a question and the Support representative can answer the question without any additional information from you, the ticket may only flow through *Open*, *Waiting for Verification*, *Solved*, and *Closed*.



Issue Status handled by meshIQ Support

Open	This status indicates that your ticket has been opened. A Support representative will be assigned to work on the ticket. At this point, additional information may be requested from you. When the additional information consists of responses to questions, such as a list of specific conditions that were present, the ticket will have a status of <i>Pending</i> . By contrast, if logs or screen shots are needed, the ticket will have a status of <i>Waiting for Documentation</i> . The information required will be identified in the ticket notes.
Enhancement Request Opened	A ticket may request an enhancement to the existing product functionality. Enhancements are constantly reviewed and prioritized within the product plans. It is possible that an enhancement request may be rejected if it is not in line with the product direction or if it is only applicable to a specific customer. (Professional services are still an option in this case.)
Enhancement Under Review	In most cases, the enhancement will be accepted and remain in the <i>Enhancement Request Opened</i> status until it is ready to be assigned to a release, at which time its status is updated to <i>Enhancement Under Review</i> . Any additional details required for implementation will be collected. Development work on this issue will be tracked in meshIQ's internal project management system until it is released.
In Development	A product defect has been identified. The fix is under development. Fixes will be delivered based on their severity and on product schedules. meshIQ may provide a circumvention, patch, or workaround while the permanent fix is being created. Development work on this issue will be tracked in meshIQ's internal project management system.
Solved	The problem is addressed. The fix has been verified by the customer and accepted. After 14 days, tickets with a status of <i>Solved</i> will be automatically assigned a <i>Closed</i> status.
Enhancement Delivered	The enhancement has been made available in a public release. After 30 days, tickets with a status of <i>Enhancement Delivered</i> will be automatically assigned a <i>Closed</i> status.
Closed	A closed ticket is completed. No further action is required by meshIQ or the customer. If for any reason you need to follow up on a closed ticket, you can use the "create a follow up" link at the end of the closed ticket. You can provide additional information in the follow-up ticket.

Issue Status handled by you, the customer

The following statuses indicate that we are waiting for a response from you. Please see the section on Inactivity below this table for information about what steps are taken to reach out to you when we don't hear back from you within a certain length of time.

Pending	We are waiting for you to provide additional information before we can continue. For example, we may be awaiting your responses to specific questions we've asked about the environment. Once you respond (through email or through the mySupport website), the ticket status is automatically changed back to <i>Open</i> .
Waiting for Documentation	We are waiting for you to provide documentation, such as traces or logs, to help us analyze the cause of a problem. Once you respond (through email or through the mySupport website), the ticket status is automatically changed back to <i>Open</i> .
Waiting for Verification	A solution, response, or permanent fix to a problem has been provided. Your Support representative is waiting for you to verify that the fix addresses the problem. <ul style="list-style-type: none"> • If the verification confirms that the issue is addressed, there is no need to take further action. The ticket is considered Inactive and will be closed automatically. (See the Inactive tickets section for more information.) Or if you prefer, you can sign in to the mySupport website and use the Mark as solved button at the end of the ticket to change its status to <i>Solved</i>. • If the verification fails, you can respond (through email or through the mySupport website) and the ticket status is automatically changed back to <i>Open</i>.

Inactive tickets (*Pending, Waiting for Documentation, or Waiting for Verification*)

When a ticket has a status of *Pending, Waiting for Documentation, or Waiting for Verification* and no response is received, we begin sending reminder emails.

After 48 hours	An email containing the ticket number is sent to you. The email reminds you that the ticket is pending and awaits your feedback.
After 7 days	Another email, like the first one, reminds you that the ticket has been awaiting your feedback for 7 days. No action is required if you want the ticket to be closed.
After 14 days	If you have not updated the ticket, we send an email to inform you that its status has been set to <i>Closed</i> . You can create a follow-up ticket, if required.

For licensor: Nastel Technologies LLC

Signature

Name

Title

Date

For licensee: **{CUSTOMER NAME}**

Signature

Name

Title

Date