MASTER RELATIONSHIP AGREEMENT

1. DEFINITIONS.

1.1. "**Agreement**" means this Master Relationship Agreement governing the purchase, provision, and use of Imubit's Platform, Products, and Services.

1.2. "**Customer Data**" means any and all data provided to Imubit by Customer, its customers, authorized agents and/or subcontractors, or otherwise processed by Imubit in connection with the provision of the Platform and/or Services under this Agreement.

1.3. "**Documentation**" means any documents or materials that Imubit provides or makes available to Customer in any form or medium that describe the functionality, features, or requirements of the Products and/or Services.

1.4. "**Effective Date**" means the date Customer enters into an Order Form or on which Customer accesses the Platform, whichever is earlier.

1.5. "**Feedback**" means any recommendations, suggestions, or improvements Customer may provide with respect to the Platform and/or Services.

1.6. "**Force Majeure Event**" means labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, Internet service provider failures or delays, governmental restrictions, appropriations or other causes beyond the reasonable control of such Party.

1.7. "**Imubit**" means Imubit, Inc., a Delaware corporation.

1.8. "**Imubit Materials**" means the information technology infrastructure used by or on behalf of Imubit in provision of the Products and/or Services, including without limitation software tools, hardware designs, algorithms, software, architecture, class libraries, objects, Documentation, network designs, know-how, and any related Intellectual Property Rights.

1.9. "**Intellectual Property Rights**" means any and all intellectual property rights throughout the world, including, without limitation, any and all patents, copyrights, trademarks, trade secret rights, inventions, and any and all similar or equivalent rights throughout the world.

1.10. "**Malicious Code**" means any malicious data, code, program, or other internal component (e.g., computer worm, computer time bomb or similar component), which could damage, destroy, alter or disrupt any computer program, firmware or hardware, or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by the Platform or any of Imubit's computer systems in any manner.

1.11. "**Notice Address**" means the notice address for a Party, which for Customer is the address listed in the applicable Order Form and for Imubit is: Imubit, Inc., 2 Riverway Drive, Suite 1730, Houston, Texas, 77056, United States.

1.12. "**Order Form**" means the written ordering document executed by the Parties for the provision by Imubit of the Platform and/or Services to Customer.

1.13. "**Parties**" means collectively, Imubit and Customer.

1.14. "**Party**" means each of Imubit and Customer.

1.15. "**Platform**" means Imubit's software stack, whether cloud-hosted and accessed via the internet by, or deployed on premises at the site of, the Customer. The Platform consists of Products as further detailed in the Order Form.

1.16. "**Products**" means the components of the Platform to which Customer will have access, based on the purchased Package, as further detailed in the applicable Order Form.

1.17. "**Representatives**" means the officers, directors, employees, consultants, contractors, agents, attorneys, accountants, financial advisors, and other representatives of such Party.

1.18. "**Services**" means Imubit professional services, implementation services, and/or value sustainment services, which may be included in a Package and/or purchased as add-ons, as further detailed in the Order Form.

1.19. "**Third Party Content**" means content, data, or other information, including without limitation software products and services, that are provided by a third party and integrated with the Platform by, or at the request of, Customer.

2. SCOPE OF AGREEMENT

2.1. Application and Structure. This Agreement sets forth the only terms under which Customer will license or access and use the Platform provided by Imubit. When Customer wishes to license or access and use a Product or order Services, Customer and Imubit will execute an applicable Order Form.

2.2. Conflicts; Order of Precedence. Except for Order Forms that clearly state that they are governed by another written agreement between the Parties, the terms and conditions of this Agreement apply to all Order Forms, even if they do not specifically reference this Agreement. In the event of a conflict between this Agreement and any Order Form, the order of precedence will be as follows: (a) this Agreement, and (b) the Order Form. Notwithstanding the foregoing, the terms of an Order Form may prevail for purposes of that Order Form if (i) the Order Form expressly identifies and supersedes or modifies a provision in this Agreement, and (ii) the Order Form is signed by an authorized signatory of each Party.

2.3. Imubit Platform - On Premise Use.

2.3.1. License Grant. With respect to each Order Form for on-premise use of the Platform, as of the effective date set forth in the applicable Order Form, Imubit shall and hereby does grant to Customer, for its internal business purposes only, a limited, non-exclusive, non-sublicensable, non-transferable right to install, use, and internally display the Platform for the applicable license term set forth in the applicable Order Form, for the purchased Products only.

2.3.2. Updates and Upgrades. "**Updates and Upgrades**" includes all enhancements, bug fixes, patches, error corrections, revisions, and releases to the Platform for on premise use. Updates and Upgrades do not include Products, features, and modules that are separately marketed by Imubit for an additional fee. Provided that Customer is current in paying Imubit all fees due under the applicable Order Form including those for Imubit Support (as defined below), and Customer is otherwise in full compliance with the Agreement, Imubit will provide Customer with Updates and Upgrades as part of the Platform for on premise use when they are made commercially generally available by Imubit to its customers.

2.3.3. Maintenance and Support. Provided that Customer is in full compliance with the Agreement, including payment of all fees due under the applicable Order Form, Imubit will provide all support, maintenance and assistance reasonably necessary to enable Customer to install and use the Platform for on premise use, including, without limitation: (a) diagnosing and troubleshooting problems with the Platform; (b) identifying and providing Updates and Upgrades; and (c) tracking technical support incidents by maintaining an issue tracking system that tracks all technical support incidents reported by Customer (e.g., date submitted, technical notes, current status, etc.) (collectively, "**Imubit Support**"). Customer will designate persons on its technical support staff who will be authorized to contact Imubit. Customer may submit requests for Imubit Support to Imubit via Imubit's website, by telephone, or by email. Imubit's support and maintenance obligations will be provided in conformance with Exhibit A.

2.3.4. Critical Safety Protocols. As part of the implementation process, Imubit will provide Customer with written guidance for safe DLPC integration into Customer's control system. Each DLPC controller requires DCS watchdog logic and manipulated variable (MV) interface points (or equivalent mechanism but not dynamically set and are hard coded) through which DLPC setpoints are validated before passing setpoints to the PID controllers. Any modifications or additions to this programming/logic after commissioning, that are not communicated to Imubit in writing and approved in writing by Imubit, may severely compromise the proper functioning of the Platform. Customer agrees to not make any such changes without first communicating any and all proposed changes in advance and in writing to Imubit and ensuring that these changes are first tested jointly with Imubit to confirm that they will function properly and safely, and they will only be placed into production after Imubit has approved same in writing.

2.3.5. Representations and Warranties. Imubit represents, warrants, and covenants to Customer that: (a) the Platform for on premise use will conform in all material respects to the Documentation and the Order Form for a period of twelve (12) months from the date of delivery to Customer; and (b) the Platform for on premise use has been designed and maintained in a manner reasonably intended to prevent the introduction of any Malicious Code.

2.4. Imubit Platform – Cloud-Based Use.

2.4.1. License Grant. With respect to each Order Form for cloud-based use of the Platform, unless otherwise set forth in the applicable Order Form, Imubit hereby grants to Customer, for its internal business purposes only, a limited, non-exclusive, non-sublicensable, non-transferable right to access and use the Platform for the term set forth in the applicable Order Form under the conditions and requirements set forth therein, including for only those Products listed therein.

2.4.2. Customer Responsibilities. Customer is responsible for: (a) protecting the names and passwords of its users of the Platform; (b) preventing, and promptly notifying Imubit of, any unauthorized access to or use of the Platform; (c) each user's compliance with (i) the terms and conditions of this Agreement, and (ii) the applicable Order Form, and for each user's acts and omissions with respect to the Platform; (d) using the Platform solely in accordance with the permitted scope and limitations found in the Agreement and the applicable Order Form; (e) maintaining archival and backup copies of all Customer Data (and any prior versions thereof) outside of the instance being used by Imubit to provide the Platform; and (f) using the Platform in accordance with all applicable laws.

2.4.3. Operation. Imubit will provide the hardware, proprietary and third-party application(s) (if any), facilities and services, operations, administration and management services necessary to make the Platform available to Customer. Imubit will house its infrastructure for the Platform in a secure facility and will regularly monitor the performance of the Platform in order to provide reasonable assurance that the Platform is operating as expected and is appropriately and securely accessible from and to the internet.

2.4.4. Security and Data Privacy. Imubit will implement reasonable, industry standard measures designed to protect Customer Data against accidental loss, and unauthorized access, or disclosure. Imubit will not access or use any Customer Data except as necessary to provide associated services to Customer and to perform its obligations hereunder.

2.4.5. Updates and Upgrades. Unless otherwise specified in the applicable Order Form, the Platform for cloud-based use includes all Updates and Upgrades. Updates and Upgrades will become part of the Platform when made generally commercially available by Imubit to its customers.

2.4.6. Maintenance and Support. Imubit's support and maintenance obligations will be provided in conformance with the obligations set forth in Exhibit A. Support is provided only for the current version and the two (2) immediately preceding major releases of the Platform for cloud-based use. Imubit does not guarantee Support Services for the Platform, including any Products, that is three (3) or more versions older than the current release. Imubit is not obligated to support, nor be liable for, the performance of Platform versions outside of the supported versions described herein.

2.5. Services.

2.5.1. Specifications. All Services will conform in all material respects to any specifications and descriptions set forth in the applicable Order Form and with the Documentation.

2.5.2. Subcontractors. Imubit will be entitled to use subcontractors and affiliates of Imubit to provide any Services to Customer (each, a "**Subcontractor**"), provided that Imubit will remain fully responsible for the performance of each Subcontractor and its employees and for their compliance with all of the relevant and applicable terms and conditions of this Agreement. Imubit will require each Subcontractor to be bound by confidentiality restrictions no less protective of Customer's Confidential Information (defined below) than those contained in this Agreement, and by Intellectual Property Rights assignment provisions as may be necessary to allow Imubit to grant the licenses, if any, set forth in this Agreement.

2.5.3. Change Management. The Parties may modify the scope of Services in any Order Form or SOW, provided that any such changes must be reflected in a mutually executed amendment to the applicable Order Form.

3. TERM AND TERMINATION

3.1. Term. This Agreement commences on the Effective Date and continues for so long as there is at least one (1) active Order Form, unless earlier terminated as permitted hereunder (the "**Term**"). Each Order Form will have its own term length.

3.2. Termination. Either Party may, at its option and upon written notice to the other Party, terminate this Agreement or any Order Form if the other Party is in material breach of this Agreement or the applicable Order Form and such breach is not remedied within thirty (30) days after receipt of written notice of such breach. Upon termination, Imubit will return to Customer all Customer Data and Confidential Information in industry-standard formats that do not require access to the Platform to view. Thereafter, Imubit will either securely delete such Customer Data and Confidential Information in accordance with Imubit's audited deletion process or retain them solely for potential future reactivation of the subscription if requested to do so by Customer. Upon Customer's request, Imubit will provide written certification of deletion.

3.3. Survival of Terms. Sections 6, 9, 10 and 11, any accrued payment obligations, and any other provisions that are, by their nature, reasonably intended to survive expiration or termination of this Agreement will so survive.

4. PAYMENT

4.1. Payment by Customer; Taxes. All amounts payable under an Order Form are due within thirty (30) days of the invoice date. Unless otherwise agreed in an Order Form, all prices listed in the applicable Order Form for the Platform and Services are in United States Dollars. All amounts payable under any Order Form are: (a) exclusive of any sales, use, excise, value added, goods and services, and gross receipts taxes, and any and all similar taxes or legally imposed fees, duties or contributions based upon such amounts, this Agreement and any Order Form or SOW, except for franchise taxes, if any, or taxes based upon the net income of Imubit; and (b) reflect the net cash payable to Imubit, net of any and all such taxes referenced in subsection (a). All such taxes and the obligation to pay same to the appropriate taxing authorities in a timely manner are the sole responsibility of Customer.

4.2. Overdue Payments. Any undisputed amounts due hereunder that are not received by Imubit when due, will accrue interest at the rate of the lesser of one-and-one-half percent (1.5%) of the outstanding balance per month or the maximum rate permitted by law, from the date such payment was due until the date payment is received by Imubit. Additionally, if any undisputed payments are not received by Imubit by the due date, then in addition to any other remedies available to Imubit under this Agreement or at law, Imubit may suspend any further provision of Services and/or the Platform until all past due payments are received.

4.3. Fee Adjustments. All subscription fees set forth in any Order Form are subject to an automatic increase on an annual basis of five percent (5%) above the fees in the immediately preceding annual contract period.

5. OTHER REQUIREMENTS

5.1. On-Site Requirements. While on the Customer's premises, Imubit's personnel will abide by any written environmental, health and safety, and/or security guidelines provided to Imubit.

6. INTELLECTUAL PROPERTY

6.1. License to Use Customer Data. As between Customer and Imubit, Customer Data is and remains the sole and exclusive property of Customer. To the extent Customer delivers or otherwise provides Imubit access to, Customer Data, Customer grants to Imubit a worldwide, non-exclusive, non-transferable, non-assignable, royalty-free license to use such Customer Data for the sole purpose of fulfilling its obligations under this Agreement. Additionally, Customer grants Imubit a perpetual, irrevocable license to de-identify Customer Data and use such data for benchmarking and analytics ("**Analytics Data**"). Analytics Data may then be used by Imubit to improve the Platform, including without limitation any underlying Imubit-owned foundation models.

6.2. Intellectual Property Rights in the Platform. Except as expressly provided in an applicable Order Form, as between Customer and Imubit, subject to any licenses or use rights granted to Customer under this Agreement and any applicable Order Form, all Intellectual Property Rights in the Platform, including Analytics Data and any Updates and Upgrades made thereto and any derivative works made thereof, are and will remain solely and exclusively the property of Imubit.

6.3. Restrictions. Customer shall not (and shall not permit others to): (a) create derivative works based on the Platform; (b) copy, frame or mirror any part or content of the Platform, other than copying or framing on its own intranets or otherwise for its own internal business purposes; (c) modify, disassemble, reverse engineer,

decompile, or attempt to discover the source code or object code of the Platform; (d) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, or time share the Platform, or make it available for access by, or for the benefit of, third parties, including without limitation, in the manner of a service bureau or hosted application, without Imubit's prior written consent or as expressly permitted in the applicable Order Form; (e) use or access the Services or the Platform in order to build a competitive product or service to the Platform and/or the Services; (f) release to any third party the results of any evaluation of the Platform performed by or on behalf of Customer for benchmarking or competitive purposes, without the prior written approval of Imubit; or (g) use, include, store, or send Malicious Code through the Platform.

6.4. Feedback. Customer grants Imubit a perpetual, irrevocable, fully paid up, royalty-free license to use Feedback for any lawful purposes without attribution or compensation to Customer. Imubit acknowledges that Feedback is provided on an "AS IS" basis by Customer. Any external use of Feedback by Imubit will not identify Customer or any individual, nor contain any Customer Confidential Information.

6.5. Third Party Content. As between the Parties, Customer remains solely responsible for any Third Party Content it integrates with, or otherwise incorporates into, the Platform. Third Party Content is owned by a third party, and use of Third Party Content is governed by Customer's agreement with such provider. In no event will Imubit be responsible or liable for any Third Party Content.

7. REPRESENTATIONS AND WARRANTIES

7.1. Mutual. Each Party represents, warrants, and covenants to the other Party that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof, and the person entering into this Agreement on its behalf is authorized to do so; (b) it is not a party to any other agreement that conflicts with, or prohibits it from entering into, this Agreement; and (c) its performance of its obligations hereunder will at all times comply with all applicable laws.

7.2. By Imubit. Imubit further represents, warrants, and covenants to Customer that: (a) Imubit will, at the time of delivery of the Platform, have all the rights and licenses in the Platform necessary to allow Customer to use and/or receive the Platform; (b) the Platform will materially conform to the Documentation and the functionality will not be materially degraded during the term of the applicable Order Form; and (c) the Services performed by Imubit under this Agreement will be performed in a professional and workmanlike manner.

7.3. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PLATFORM AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PLATFORM AND SERVICES WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE.

8. CONFIDENTIALITY

8.1. Definitions. "**Confidential Information**" means any and all information, knowledge, data, and all other content and materials belonging to either Party ("**Disclosing Party**") and disclosed, provided, or otherwise made available to the other Party ("**Receiving Party**") in connection with this Agreement, including without limitation, the following: (a) technical, business, financial, and marketing information, including without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions, formulas, software, firmware, algorithms, technology, materials, names and expertise of employees and consultants, any other technical, business, financial, customer and product development plans, supplier information, forecasts, strategies, and other confidential information, whether such information is marked as 'confidential' and/or 'proprietary', or where given the nature of the information and the circumstances of the disclosure the Receiving Party should reasonably understand such information to be confidential and/or proprietary; (b) with respect to Imubit, the Platform and all Imubit Materials; and (c) all reports, analyses, compilations, studies, or other documents prepared by Receiving Party or its Representatives which contain or otherwise reflect any Disclosing Party Confidential Information. Except for personally identifiable information, Confidential Information does not include information that the Receiving Party can demonstrate: (i) is or becomes generally available to the public without breach of this Agreement by the Receiving Party; (ii) was rightfully in Receiving Party's possession prior to first receiving such information from the Disclosing Party; (iii) was developed by Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation to the Disclosing Party. The obligations of confidentiality under this Agreement shall not apply to any general

knowledge, skills, experience, or know-how acquired or retained by a Party's personnel in the course of their engagement, provided that such personnel do not intentionally memorize or use the Disclosing Party's specific proprietary data or trade secrets.

8.2. Restrictions on Use. Except to the extent necessary in order to perform its obligations under this Agreement and subject to the terms of this Agreement, Receiving Party agrees that it: (a) shall hold in strict confidence all Confidential Information belonging to Disclosing Party; (b) shall use the Confidential Information solely to perform its obligations and to exercise its rights under this Agreement; and (c) shall not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any person or entity other than to its Representatives who need to know such Confidential Information and who are under confidentiality obligations at least as restrictive as the terms in this Agreement. The Receiving Party is solely responsible for the handling and treatment of the Confidential Information by its Representatives. The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own Confidential Information of like nature, but under no circumstances less than a reasonable degree of care.

8.3. Compelled Disclosure. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information in response to a valid court order, subpoena, law, rule, regulation, or other governmental action, provided that: (a) to the extent permitted by applicable law or regulation, the Receiving Party notifies the Disclosing Party in writing prior to disclosure of the information; and (b) the Receiving Party reasonably cooperates with the Disclosing Party, at the Disclosing Party's expense, in any attempt by the Disclosing Party to limit or prevent the disclosure of the Confidential Information. In the absence of a protective order or a waiver by the Disclosing Party of the Receiving Party's confidentiality obligations herein, the Receiving Party may disclose only that portion of the Confidential Information that it is advised by its counsel that it is legally required or compelled to disclose, and the Receiving Party shall use commercially reasonable efforts to ensure that confidential treatment will be accorded the Confidential Information so disclosed.

8.4. Return or Destruction. Upon expiration or earlier termination of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall: (a) at the Disclosing Party's election, either (i) promptly return all Confidential Information of the Disclosing Party in tangible form (including all copies thereof) in industry-standard formats, or (ii) securely destroy such Confidential Information in accordance with the Receiving Party's audited deletion procedures and provide written confirmation of such destruction upon Disclosing Party's request; and (b) cease all further use of the Disclosing Party's Confidential Information, regardless of form.

8.5. Ownership. As between the Parties, the Disclosing Party owns all right, title, and interest in and to the Disclosing Party's Confidential Information. The Receiving Party obtains no right, title, interest, or license in or to any of the Confidential Information of the Disclosing Party, except for the rights set forth in this Agreement.

9. INDEMNIFICATION

9.1. Indemnification by Imubit. Imubit shall defend Customer against any claim, demand, suit, or proceeding (each, a "**Claim**") made or brought against Customer by a third party to the extent such Claim is based upon: (a) an allegation that the use of the Platform as permitted hereunder, infringes or misappropriates the Intellectual Property Rights of a third party; (b) bodily injury (including death) based upon the actions of Imubit or its employees or agents; or (c) Imubit's gross negligence or willful misconduct (each, a "**Claim Against Customer**"), and shall indemnify Customer for any damages, attorneys' fees, and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided that Customer (i) promptly gives Imubit written notice of the Claim Against Customer; (ii) gives Imubit sole control of the defense and settlement of the Claim Against Customer (provided that Imubit may not settle any Claim Against Customer without Customer's prior written consent unless the settlement releases Customer of all liability); and (iii) provides to Imubit all reasonable assistance, at Imubit's expense.

9.2. Indemnification by Customer. Customer shall defend Imubit against any Claim made or brought against Imubit by a third party to the extent such Claim is based upon: (a) allegations that the Customer Data infringe or misappropriate the Intellectual Property Rights of a third party or violate applicable law; or (b) Customer's gross negligence or willful misconduct (a "**Claim Against Imubit**"), and shall indemnify Imubit for any damages, attorneys' fees, and costs finally awarded against Imubit as a result of, or for any amounts paid by Imubit under a court-approved settlement of, a Claim Against Imubit; provided that Imubit (a) promptly gives Customer written notice of the Claim Against Imubit; (b) gives Customer sole control of the defense and settlement of the Claim Against Imubit (provided that Customer may not settle any Claim Against Imubit without Imubit's prior written

consent unless the settlement releases Imubit of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

9.3. Infringement Remedies. In the event of a Claim Against Customer pursuant to Section 9.1(a), or if Imubit reasonably believes the Platform (or any part thereof) may infringe or misappropriate the Intellectual Property Rights of a third party, Imubit may, in its discretion: (a) modify the Platform so that it no longer infringes or misappropriates but is functionally equivalent; (b) obtain a license for Customer's continued use of the Platform in accordance with this Agreement; or (c) if neither (a) nor (b) above is available using commercially reasonable efforts, terminate Customer's right to use such Platform upon thirty (30) days' prior written notice and either: (i) in the case of a term license, refund to Customer any prepaid fees covering the remainder of the term of the license of the affected Platform after the effective date of termination; or (ii) in the case of a perpetual license (if applicable), refund a pro-rated portion of the applicable license fees to Customer (using a four year, straight line depreciation method). THIS SECTION 9 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO A CLAIM AGAINST CUSTOMER PURSUANT TO SECTION 9.1(A).

10. LIMITATION OF LIABILITY

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT WITH RESPECT TO A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR FOR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THOSE REGARDING BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES, AND EVEN WHERE ALL AVAILABLE REMEDIES HAVE FAILED OF THEIR ESSENTIAL PURPOSE; AND (B) THE CUMULATIVE, AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT IN ANY EVENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER FORM GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL THE FOREGOING IN ANY WAY LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

11. MISCELLANEOUS

11.1. Non-solicitation. Each Party agrees that, during the Term and for a period of twelve (12) months thereafter, it shall not, directly or indirectly, solicit, recruit, or attempt to hire any employee of the other Party that has in any way been associated with the performance of this Agreement; provided, however, that nothing in this Section prevents either Party from engaging in general recruiting techniques directed to the public at large that do not target the personnel of the other Party and from employing an individual who responds in good faith and independently to such general solicitation.

11.2. Notice. Legal notices must be made in writing and properly addressed to the Party to receive such notice at its Notice Address. Written notice will be deemed effective: (a) when sent by electronic mail, if sent and confirmed during the normal business hours of the recipient, or if not so confirmed during normal business hours, on the next business day; (b) on the next business day after delivery to a nationally-recognized overnight courier service; or (c) on the third business day after deposit with the U.S. Mail, postage prepaid, registered mail or certified mail, return receipt requested. A Party may change its Notice Address by giving notice to the other Party in the manner provided herein.

11.3. Required Insurance. During the Term, Imubit will maintain, at its own expense, in addition to all insurance required by applicable law, policies of insurance in such amounts and on such terms and conditions as it reasonably determines are necessary with respect to its business, provided that the amounts and other terms and conditions of such policies must be at least equivalent to policies appropriate for and typically maintained by other companies of comparable size engaged in similar business activities.

11.4. Governing Law; Venue; Waiver of Jury Trial. This Agreement and any disputes arising out of or relating hereto shall be governed and enforced in accordance with the laws of the State of Texas, United States, without regard to any of its conflicts of laws principles. The Parties consent to the exclusive personal jurisdiction and venue of the state or federal courts located in Harris County, Texas, United States, and each Party hereby waives any right to

jury trial in connection with any dispute or cause of action arising out of or related to this Agreement. The Parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

11.5. Attorneys' Fees. In addition to any damages available to a Party, the substantially prevailing Party in any action or proceeding with respect to this Agreement is entitled to recover from the other Party its reasonable costs and attorneys' fees.

11.6. Remedies. Except as may be otherwise provided in this Agreement, the rights or remedies of the Parties hereunder are not exclusive, and each Party is entitled to seek all available remedies whether at law or in equity.

11.7. Publicity. Imubit may identify Customer as an Imubit customer and use Customer's name and/or logo in any sales and marketing materials, customer lists and on Imubit's website. All such use will comply with any trademark and logo usage guidelines provided by Customer to Imubit in writing. Additionally, Customer will work with Imubit to issue a press release, within ninety (90) days of the Effective Date, announcing the relationship between the Parties. This, and/or any future press releases referencing Customer, shall be subject, in all instances, to Customer's prior written approval, which shall not be unreasonably withheld.

11.8. Independent Contractors. The Parties are independent contractors and neither Party: (a) is an agent, servant, representative, partner, joint venturer or employee of the other Party; nor (b) has any authority to assume or create any obligation or liability of any kind on behalf of the other Party.

11.9. Assignment; Successors and Assigns. Neither Party may assign any of its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement to an Affiliate or in connection with a merger or sale involving all or substantially all of such Party's assets. Any attempted assignment in contravention of this Section will be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

11.10. Force Majeure. A Party will be excused for its inability to perform its obligations hereunder as a result of a Force Majeure Event, provided it takes reasonable steps to prevent or limit the impact of the Force Majeure Event.

11.11. Additional Provisions. This Agreement, together with its exhibits and all Order Forms between the Parties (which are incorporated herein by this reference), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous understandings and agreements, written or oral, regarding such subject matter. In entering into this Agreement, neither Party is relying upon any representations or statements of the other Party that are not fully expressed in this Agreement. The use of electronic or pre-printed forms by Customer, such as purchase orders or acknowledgments (but expressly excluding any Order Form), is for convenience only and all terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No waiver of any term or condition is valid unless in writing and signed by the Party against whom waiver is sought and will be limited to the specific situation for which it is given. No amendment or modification to this Agreement or any Order Form will be valid unless set forth in a writing specifically referencing this Agreement and signed by both Parties. Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision will be severed from the remainder of this Agreement, and the remainder of this Agreement will be enforced.

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. **Definitions/Terms**

   a. "**Error**" means any failure of the Platform to operate in all material respects in accordance with the specifications provided by Imubit and, to the extent consistent with and not limiting of the specifications, including any problem, failure or error referred to in the Service Level (as defined below) table below.
   b. "**Service Levels**" is defined as the error severity levels and corresponding required service level responses.

2. **Imubit Service Level/Help Desk**

   a. Imubit will provide 24/7 support for Severity One incidents. Support is available via phone, email, and other agreed communication channels during all business hours for non-urgent matters (Severity Three). Severity One and Severity Two Errors are considered urgent matters and require support outside of business hours. Please see Service Level table below for reference.

Error Classification	Initial Response Target	Corrections	Frequency of Update	Action
Severity One – Incident impacting safety or data security or negative impact on operations as a result of DLPC operation	Within 4 hours of receipt of communication from Customer in the form of email, phone call, or logging of a ticket through Imubit support	To be determined by Imubit and Customer Representatives as depicted in the Communication Matrix Table	Earlier of Every 12 hours or whenever an update becomes available	Allocate necessary resources and provide solutions/fixes/remedies to Customer as soon as possible
Severity Two – Incident impacting the ability to engage the DLPC application	Within 8 hours of receipt of communication from Customer in the form of email, phone call, or logging of a ticket through Imubit support		Earlier of Every 24 hours or whenever an update becomes available	Allocate necessary resources and provide solutions/fixes/remedies to Customer as soon as possible
Severity Three – Functional/documentation question, defect in the user interface of the application	Within 2 business days of receipt of communication from Customer in the form of email, phone call, or logging of a ticket through Imubit support		Earlier of Every 4 business days or whenever an update becomes available	Provide answers/solutions to Customer as soon as possible

The above table shall be applied to any Error by reference of the following Communication Matrix Table:

Issue	Action	Imubit Representative
Determination of Error Classification Level	Customer Representative shall describe issue and its impact to Imubit Representative in order to agree to Error classification level	Head of Imubit support North America, except Head of R&D for Severity One Errors
Determination of Correction Timetable and Content	Imubit Representative shall describe timing and content of potential Correction(s) to Customer Representative in order to agree to commence implementation	Head of Imubit support North America, except Head of R&D for Severity One Errors
Acceptance of Correction	Customer Representative shall communicate with Imubit Representative until satisfied with Correction after Customer testing.	Head of Imubit support North America

In case the representatives above do not come to a mutually agreed solution, the following escalation communication matrix shall be applied:

Error classification	Imubit Representative
Severity One – Incident impacting safety or data security or negative impact on operations as a result of DLPC operation	VP of Delivery
Severity Two – Incident impacting the ability to engage the DLPC application	Head of Imubit Support
Severity Three – Functional/documentation question, defect in the user interface of the application	Support team member or Solution Manager

Example workflow for Severity One Errors:

- Error occurs, Customer's internal support organization will be informed;
- Customer's internal support organization assesses the Error and determines that there is an incident impacting safety or data security or negative impact on operations as a result of DLPC operation, and that the problem can't be solved by Customer internal resources;
- Customer's Representative (as per Communication Matrix Table) reaches out to Imubit's Representative (as per Communication Matrix Table) via phone to make Imubit aware of the error;
- Imubit support team and Customer support team have a conference call with remote computer access to collect information required to plan the next steps and to provide the management with data points for potential decision to be made;
- Customer's Representative and Imubit's Representatives agree on Error classification;
- Customer's Representative and Imubit's Representatives agree on next steps concerning correcting the Error (e.g., time line, content, etc.) (in case Customer's Representative and Imubit's Representatives cannot agree or other issues arise, Representatives from the Escalation Communication Matrix Table will be involved);
- Correction of the Error will be executed by Imubit as planned and agreed; and
- Once correction is acceptable, correction of the Error will be formally accepted by Customer's Representative (as per Communication Matrix Table) and Imubit's Representative (as per Communication Matrix Table).