End User License Agreement (“EULA”)

BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS PUBLISHED ON CLOUDWICK’S WEBSITE WWW.CLOUDWICK.COM (AS MAY BE RELOCATED BY CLOUDWICK FROM TIME TO TIME). YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU AND LEGALLY BINDING BETWEEN YOU AND CLOUDWICK TECHNOLOGIES INC. (CLOUDWICK). IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE. IF YOU WISH TO USE THE SOFTWARE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO DO SO. IN THE EVENT YOU ARE REDIRECTED TO CLOUDWICK’S WEBSITE, YOU AGREE THAT YOUR USE IS SUBJECT TO ANY TERMS OF SERVICE POSTED THEREON. This End User License Agreement (“Agreement”) is between Cloudwick and the customer (individual or entity) that has downloaded or otherwise procured the Subscription for Amorphic Data Cloud for AWS (Amorphic) - as defined below - for use as an end user (“you”). This Agreement applies only to the Amorphic Subscription and Professional Services, as referenced herein.

1. Definitions.

Affiliate: means each legal entity that is directly or indirectly controlled by you on or after the Effective Date papers, community forums, training videos, tutorials, and for so long as such entity remains directly or indirectly controlled by you (where “controlled” means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

Authorized User: means those licensed uniquely identified individuals who are authorized by you to install and/or use the Software regardless of whether those individuals are actively using the Software at any given time.

Contractor: means those independent third parties who perform services related to this Agreement for you, but solely to the extent they are acting on your behalf. Customer Data: For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service.

Documentation: means any supporting Amorphic help and technical specifications documentation provided by Cloudwick to you. Documentation does not include white knowledge base articles or other similar resources which may be made available for your convenience. Effective Date: means the date of your first Ordering Document or the initial Delivery date of the Amorphic Implementation (whichever is earlier).

Amorphic Term: means the software subscription and support term specified on the applicable Ordering Document or by an Authorized Partner. The Amorphic Term may be a fixed term, a limited term for Evaluation Versions, or perpetual.

Ordering Document: means any order on a Cloudwick Order Document which references this Agreement. Each Ordering Document which references this Agreement shall be deemed a part of this Agreement.

Amorphic: means Cloudwick's proprietary cloud software Customer, only as provided herein and only in accordance subscription(s) developed for Amazon Web Services (AWS) provided in connection with this Agreement in object code form (or as otherwise specified in any related Ordering Document), as more fully described in the Documentation. "Amorphic" shall also include any Support and Maintenance Services provided to you under this Agreement and provisioned through an Order Document. Unless otherwise noted, the Software Subscription, Services and Documentation are referred to collectively herein as "Amorphic". All undefined names have the meanings given to them in the Documentation.

2. Amorphic

2.1 Provision and Access; Cloudwick will make Amorphic available to Customer for the Subscription Term solely for use by Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and the Order Form. Customer may permit its Contractors and Affiliates to serve as Users provided that any use is solely for the benefit of Customer or such Affiliate. Customer shall be responsible for each User's compliance with this Agreement. To the extent use of Amorphic requires Customer to install a Client Agent, Cloudwick grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Client Agent internally in connection with Customer's and its Affiliates use of Amorphic, subject to the terms and conditions of this Agreement and the Documentation.

2.2 Order Forms; Access to the Service. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Cloudwick grants Customer a nonexclusive, limited, personal, non-sublicensable, non-transferable right and license to internally access and use the Amorphic software, product(s) and/or service(s) specified in such Order Form (collectively, the "Service," or "Services") during the applicable Order Form Term (as defined below) for the internal business purposes of with Cloudwick's applicable official user documentation for such Service (the "Documentation").

2.3 Implementation. Upon payment of any applicable fees set forth in each Order Form, Cloudwick agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance"). If Cloudwick provides Implementation Assistance in excess of any agreed-upon hours estimate, or if Cloudwick otherwise provides additional services beyond those agreed in an Order Form, Customer will pay Cloudwick at its then-current hourly rates for consultation.

2.4 Support; Service Levels. Subject to Customer's payment of all applicable fees, Cloudwick will provide Amorphic support services in accordance with (i) the subscription package selected by Customer on the applicable Order Document (if any) and (ii) Amorphic's then-current standard Support and Availability Policy.

2.5 Service Updates. From time-to-time, Cloudwick may provide Amorphic upgrades, patches, enhancements, or fixes for Amorphic to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement. Customer understands that Cloudwick may cease supporting old versions or releases of Amorphic at any time in its sole discretion; provided that Cloudwick shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.

2.6 Customer Obligations. User ID and Password Protection. Customer will require that all permitted Users keep Amorphic User ID and password information strictly confidential and not share such information with any unauthorized person. Cloudwick will have no liability for actions taken using Customer's Amorphic User IDs and passwords, including any unauthorized use or access caused by misuse or misappropriation of such user IDs and passwords. Customer will be responsible for restricting access by any User who is no longer authorized to access the Service.

2.7 Third Party Services. Customer acknowledges and agrees that Amorphic may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"), including without limitation through integrations or connectors to such Third-Party Services that are provided by Cloudwick. Cloudwick is not responsible for the operation of any Third-Party Services differently in the

Customer Order Form. nor the availability or operation of the Service to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Cloudwick does not make any representations or warranties with respect to Third Party Services or any Third-Party Providers. Any exchange of data or other interaction between Customer and a Third-Party Provider is solely between Customer and such Third- Party Provider and is governed by such third party's terms and conditions.

2.8 Third-Party Code. Amorphic may contain or be provided with components which are licensed from third parties ("Third Party Code"), including components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to you upon your written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

2.9 Sample Code. Subject to the terms and conditions of this Agreement, during the applicable License Term, Cloudwick grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license to modify any sample source code from the Software provided by Cloudwick to you ("Sample Code") solely for internal use for the purposes of designing, developing, testing and otherwise facilitating your use of the Software under this Agreement.

2.10 Production and Non-Production Environments: Amorphic software and services is licensed per (1) production environment and up to (2) Non-Production Environments deployable in Customer's Amazon Web Services (AWS) account unless stated 2.11 Professional Services. Cloudwick shall provide the number of hours of professional consulting or training services ("Professional Services") purchased in the applicable Ordering Document or online ordering process. No Software license purchases are contingent on any Professional Services. The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of either or both of: (a) training to assist with Amorphic installation, deployment, and usage; and (b) training in use of Amorphic. You shall have a license right to use any deliverables (including any documentation, code, software, training materials or other work product) delivered as part of the Professional Services ("Deliverables") solely in connection with your licensed use of Amorphic, subject to all the same terms and conditions as apply to your Order Form (including Zin Section 2.14 (License Restrictions)), and subject to any additional terms and conditions provided with the Deliverables. You may order Professional Services under an Ordering Document or a mutually executed Statement of Work ("SOW") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. You will reimburse Cloudwick for reasonable travel and lodging expenses

as incurred.

2.12 Electronic Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Ordering Document. Software shall be deemed delivered when it is made available for download by you ("Delivery"). 2.

2.13 Evaluation Version ("Evaluation Version"): If you ordered a license to an Evaluation Version, you may install and use one copy of the Evaluation Version Software solely for the purpose of evaluating the Software to determine whether to purchase a non- Evaluation Version copy of the Software. You may not use the Evaluation Version for any other purposes, including but not limited to competitive analysis, commercial, professional, or for-profit purposes. You may only use the Evaluation Version for 60 days from the responsible for all of Customer's activity in connection date you activate. Otherwise, unless otherwise specified with the Service, including but not limited to uploading by Cloudwick in the Documentation or a separate writing Customer Data (as defined below) onto the Service. from Cloudwick ("Evaluation Period"). Unless you pay the Customer (a) shall use the Service in compliance with all applicable license fee for Amorphic, the Evaluation Version may become inoperable and, in any event, your right to use the Evaluation subscription automatically expires at the end of the Evaluation Period.

Notwithstanding any other provision of this Agreement, the Evaluation Version is provided "AS IS" without warranty or support of any kind, express or implied. Cloudwick may terminate your license to the Evaluation subscription upon written notice at any time for any reason and without liability of any kind. IF YOU SUBSEQUENTLY LICENSE A NON-EVALUATION VERSION OF AMORPHIC, YOUR LICENSE TO THE EVALUATION VERSION SOFTWARE SHALL IMMEDIATELY TERMINATE AND YOU EXPRESSLY AGREE THAT, UNLESS YOU HAVE A SEPARATE SIGNED LICENSE AGREEMENT GOVERNING YOUR USE OF AMORPHIC, THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN, SHALL GOVERN YOUR USE OF SUCH NON-EVALUATION VERSION.

2.14 Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Cloudwick product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Cloudwick may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international

communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

3. Ownership.

As between the parties, Cloudwick retains all right, title, and interest in and to Amorphic, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Cloudwick for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, feature requests, product improvement requests to Cloudwick with respect to the software or service ("Suggestions"). Suggestions even if designated as confidential by Customer, shall not create any confidentiality obligation for Cloudwick notwithstanding anything else. Cloudwick acknowledges and agrees that all Suggestions are provided "AS IS" and without warranty of any kind. Customer shall, and hereby does, grant to Cloudwick a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Suggestions for any purpose. Nothing in this Agreement will impair Cloudwick's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

3.1 Customer Data. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Cloudwick, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Cloudwick shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Cloudwick is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to Cloudwick's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Customer agrees and acknowledges that.

4. Payment.

You shall pay all fees associated with the Amorphic subscription and any services purchased hereunder as set forth in the applicable Ordering Document. All payments shall be made in the

currency noted on the applicable Ordering Document within thirty (30) days of the date of the applicable electronic invoice. Except as expressly set forth herein, all fees are non-refundable once paid. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Cloudwick will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to Cloudwick hereunder, you will provide Cloudwick with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

5. Term and Termination.

This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and (y) following the Order Form Initial Term, [shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, a "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable]. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Cloudwick may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Cloudwick's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Cloudwick shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Cloudwick shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Cloudwick shall reinstate Customer's use of or access to the Amorphic Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued delivery of Software updates or maintenance releases or payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. In the case of expiration or termination of this Agreement, upon request by Customer made before, or within [thirty (30)] days after, the effective date of expiration or termination, Cloudwick shall make available to Customer a

complete transfer of all Customer Data to a Customer's Amazon S3 bucket in a file or database format in Cloudwick's discretion. For clarity, any services provided by Cloudwick to Customer, including the data export set out above, and any assistance in exporting the Customer Data, shall be billable at $250 per hour.

Survival. The following sections will survive any expiration or termination of this agreement: 2.14 (Restrictions), 3 (Ownership), 4 (Payment), 5 (Term and Termination), 6 (Limited Warranties, Liabilities and Disclaimer), 7 Indemnification, 8 (Confidential Information), 9 (Export Compliance) and 10 (General).

6. Limited Warranties, Liabilities and Disclaimer

6.1 Limited Warranty. Cloudwick warrants to you that for a period of thirty (30) days from Delivery (the "Warranty Period") Amorphic shall operate in substantial conformity with the Documentation. Cloudwick does not warrant that your use of Amorphic will be uninterrupted or error-free or that any security mechanisms implemented by Amorphic will not have inherent limitations.

Cloudwick's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Cloudwick's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or workaround which corrects the reported non-conformity, or if Cloudwick determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for Amorphic. Cloudwick shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. For the avoidance of doubt, this warranty applies only to the initial Delivery of Amorphic under an Ordering Document and does not renew or reset, for example, with renewal License Terms or the Product Keys.

The above warranty shall not apply: (a) if Amorphic is used with AWS cloud hardware or software that is not authorized in the Documentation; (b) if any modifications are made to Amorphic by you or any third party; (c) if defects in Amorphic are due to accident, abuse or improper use by you; (d) or to any Evaluation Version or other Software provided to you on a no charge or evaluation basis;

6.2 Mutual Warranties. Both parties each hereby warrant to the other that: (a) it has the authority to enter into the Agreement, to grant the rights granted by it under the Agreement, and to perform its obligations under the Agreement; and (b) it will comply with all applicable laws and regulations in effect during the term of the Agreement as they apply to such party's rights obligations under the Agreement.

6.3 Limitations of Liabilities. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTION 3, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE

THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO CLOUDWICK HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

6.4 Disclaimer of Warranties. THIS SECTION 6 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, AMORPHIC, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY CODE, AND ALL SERVICES ARE PROVIDED "AS IS". NEITHER CLOUDWICK NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

7. Indemnification

7.1 Indemnification. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) the Customer Data or Customer's use of Amorphic (in the case of Customer as Indemnitor), or (ii) Amorphic (in the case of Cloudwick as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Cloudwick do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Cloudwick (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Cloudwick, (iv) combined with other products, processes or materials not provided by

Cloudwick (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

8. Confidential Information

8.1 Use of Confidential Information. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software (including Software), pricing, documentation or technical information provided by Cloudwick (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Cloudwick without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not disclose any Confidential Information to anyone other than its affiliates, employees and consultants ("Representatives") who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement. Both Cloudwick and you will ensure that their respective Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) by any U.S. Government agency having jurisdiction with is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, any United States or foreign agency or authority. law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving reorganization, acquisition or other transfer of all or Party, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other securities. You may not assign or transfer this remedies it might have at law.

8.2 Security Policy: Your use of the Amorphic, Support and Maintenance or Professional Services is subject to Cloudwick Security Policy.

9. Export Compliance

You acknowledge that the Software is subject to United States export control and economic sanctions laws, regulations, and requirements, and to import laws, regulations, and requirements of foreign governments. You agree that (1) all use, exports, and imports related to this Agreement will be in compliance with these laws and regulations and (2) you shall not allow any third party to export, re-export, or transfer any part of Software in violation of these laws and regulations. The foregoing obligations include but are not limited to you or a third party exporting, transferring, or importing the Software to: (a) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. or foreign governments; (b) any person or entity on any of the U.S.

Government's Lists of Parties of Concern or applicable international specially-designated parties or economic sanctions programs; (c) to any end-user for any known end use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required respect to the transaction; or (d) otherwise in violation of any export or import laws, regulations or requirements of

10. General.

10.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Cloudwick may assign this Agreement to any affiliate or in connection with a merger, substantially all of Cloudwick's assets or voting Agreement, in whole or in part, without Cloudwick's written consent except that you may assign your rights and obligations under this Agreement, in whole but not in part, without Cloudwick's written consent in connection with any merger, consolidation, sale of all or substantially all of your assets, or any other similar transaction provided that: (a) the assignee is not a direct competitor of Cloudwick; (b) you provide prompt written notice of such assignment to Cloudwick; (c) the assignee is capable of fully performing your obligations under this Agreement; and (d) the assignee agrees to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

10.2 Governing Law; Jurisdiction and Venue. Excluding conflict of laws rules, this Agreement shall be governed by and construed under: (a) the laws of the State of California U.S. if you are located in North or South America, (b) the laws of Japan if you are located in Japan, (c) the laws of Singapore if you are located in Asia (excluding Japan) or Australia, or (d) the laws of England and Wales if you located outside of North or South America, Asia and Australia. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of: (i) Santa Clara, California when the laws of California apply, or (ii) London when the laws of England and Wales apply. Nothing in this section shall restrict Cloudwick's right to bring an action (including for example a motion for injunctive relief) against you in the jurisdiction

where your place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

10.3 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

10.4 Notices and Reports. Any notice or report hereunder shall be in writing or in electronic format. If to Cloudwick by mail, such notice or report shall be sent to Cloudwick at 39899 Balentine Dr #345, Newark, CA 94560 to the attention of "Legal Department". If to Cloudwick by email, such notice or report shall be sent to: legal@Cloudwick.com. If to you, such notice or report shall be sent to the mailing or email address you provided request, Customer shall certify in a signed writing that upon placing your order. Notices and reports sent by mail your use of Amorphic is in full compliance with the terms shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered covering 6 months of continuous usage. With reasonable mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service. Any notices and reports sent by email shall be effective upon receipt of the same.

10.5 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed 10.9 Force Majeure. Neither party shall be liable to to have waived. No provision of any purchase order or other business form, including any electronic invoicing portals, vendor registration processes, or forms related to individuals being on your premises for Professional Services, employed by you will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

10.6 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Notwithstanding the foregoing, if you have entered into a separate written license agreement signed by Cloudwick for use of the Software, the terms and conditions of such other agreement shall prevail over any conflicting terms or conditions in this Agreement.

10.7 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

10.8 Audit Rights. Upon Cloudwick's written of this Agreement and provide a current AWS usage bill prior notice, Cloudwick may audit your use of Amorphic for compliance with this Agreement, provided such audit is during regular business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to or use of Amorphic in a manner that is not permitted under this Agreement, then Cloudwick may terminate this Agreement pursuant to Section 5 and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Cloudwick may be entitled to under this Agreement and applicable law.

10.9 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

10.10 Government End-Users. Amorphic is commercial cloud software. If the user or licensee of Amorphic is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this 10.14 Supporting Agreements. Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

10.11 Authorized Partner. If you received Amorphic under an agreement ("Partner Agreement") with an authorized Cloudwick reseller, partner or OEM ("Authorized Partner") then, notwithstanding anything to the contrary in this Agreement: (a) your use of Amorphic is subject to any additional terms in the Partner Agreement, including any limitations on use of the Software in conjunction with third-party applications; and (b) you agree to pay the Authorized Partner the fees agreed in the Partner Agreement and you have no direct payment obligations to Cloudwick for that purchase under Section 4 above. If your warranty and support terms stated in your Partner Agreement are different than what is stated in Section 6 herein, then Cloudwick has no warranty or support obligations to you under this Agreement (although the disclaimers of warranties in Section 6 still apply to you). If your warranty and support terms passed on in your Partner Agreement are as stated herein, then Section 7 and 8 shall apply to you as written. Notwithstanding anything in this Agreement to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this Agreement and (ii) the Partner Agreement is between you and the Authorized Partner and is not binding on Cloudwick. Cloudwick may terminate this Agreement (including your right to use the Software) in the event Cloudwick fails to receive payment for your use of the Software from the Authorized Partner or if

you breach any term of this Agreement.

10.12 Marketing. You agree that Cloudwick may disclose you as a customer of Cloudwick and use your name and logo on Cloudwick's web site and in Cloudwick's promotional materials.

10.13 Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

10.14 Supporting Agreements.

- Acceptable Use Policy
- Security Policy
- Support Policy
- Customer Data Processing Addendum