IMPORTANT-READ CAREFULLY: HARMON.IE LICENSES THE SOFTWARE AND OTHER LICENSED MATERIALS ONLY ON THE CONDITION THAT THE USER ACCEPTS ALL OF THE TERMS CONTAINED OR REFERENCED IN THIS AGREEMENT. **This Enterprise End User License Agreement ("Agreement") is a legal contract. harmon.ie is willing to permit you to access and use the harmon.ie software identified below ("Software"), only if you accept the terms of this Agreement. By clicking on the "I ACCEPT" button or by installing, downloading, accessing or otherwise copying or using the Software, you accept and agree to be bound by the terms of this Agreement. By agreeing to be bound by the terms of this Agreement, you also represent that you (i) have the authority to act on behalf of and bind your company or other legal entity to these terms; and (ii) are binding your company or other legal entity to these terms, in which case the terms "company" and "you" in this IMPORTANT-READ CAREFULLY paragraph refer to such entity. If you do not wish to be bound by the terms of this Agreement or do not have the authority to enter into this Agreement on behalf of your company or other legal entity, click the "I DO NOT ACCEPT" button, and do not access or use the Software. This Agreement is entered into between Company/You and harmon.ie NXT Corp., a Delaware corporation, having its principal place of business at 2033 Gateway Place, Suite 420, San Jose, CA 95110, USA ("Harmon.ie") for licensed use of the Software, including any associated documentation, only. Please note that this Agreement contains a dispute resolution clause. Please print a copy of this Agreement for your records.**

This License Agreement describes the terms and conditions pursuant to which Harmon.ie licenses to Company certain Software (as defined below). The effective date of the license granted hereunder shall be the date that Company agrees to the terms of this Agreement ("**Effective Date**").   In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. **Grant of License**

1.1. Subject to the terms and conditions of this Agreement, including receipt and acceptance by Harmon.ie of an order submitted by Company ("Order") and receipt by Harmon.ie of all required payments, Harmon.ie grants to Company a nonexclusive and nontransferable limited license to use the Harmon.ie software covered by the Order and its accompanying documentation (together, referred to herein as "Software") for Company's internal business requirements, during the license term set forth in the Order. The Software is licensed on a limited number of users and/or other use bases, as set forth in Order. "Users," as used here, means an individual Company employee installing or using the Software. When an individual installs or uses the Software on multiple devices, each such installation or use shall be associated with that one User; and when multiple individuals use the Software on the same device, then each individual shall be considered a User. The license granted to Company includes, to the extent covered by an Order, the right to (i) use server components of the Software to provide Users with access to the functionalities and content available through the Software; and (ii) distribute or enable Users to download Applications for use with the server components, to access the functionalities and content available through the Applications, in each case, during the license term and not exceeding the authorized number of Users.

1.2. The Software is licensed, not sold, and this Agreement grants only certain rights to use the Software. This license transfers to Company neither title nor any proprietary or intellectual property rights to the Software, enhancements to the Software and documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the limited right to use expressly granted herein. All intellectual property rights, whether registered or unregistered, evidenced by or embodied in and/or attached/connected/ related to the Software or documentation, or part thereof, and any improvements thereof, are and shall be owned exclusively by Harmon.ie. The license granted to Company hereunder is for object code versions only and does not include the Software source code.

1.3. Harmon.ie will provide Company with the Software electronically, except as otherwise agreed. Company may make a reasonable number of machine-readable copies of the Software for disaster recovery and testing purposes. Company will maintain up-to-date records about the number, location, and use of all copies of the Software and number of Users and upon Harmon.ie's written request, will provide this information to Harmon.ie and confirm compliance with the terms of this Agreement. Harmon.ie may, with reasonable advance notice, audit applicable Company records to verify Company's compliance with this Agreement. Copies of the documentation may be made by Company for its own internal needs. All copies of the Software and documentation will be subject to the terms and conditions of this Agreement. Whenever Company is permitted to copy or reproduce all or any part of the Software or documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must also be reproduced.

2. **License Restrictions**

Except as expressly permitted in this Agreement, Company may not itself or through any party: (i) sell, sublicense, transfer, disclose, make available to, or permit use of the Software by any third party; (ii) translate, adapt, circumvent any technical protection or enable any limited or disabled functionality; (iii)

decompile, disassemble, or reverse engineer, or make any additions or modifications to the Software, except (a) to the extent expressly permitted by law without the possibility of contractual waiver; and (b) to debug changes made by Company to a third party library to the extent this right is required by the license associated with the library; (iv) write or develop any derivative or other software program or product based upon the Software or Confidential Information; (v) use the Software other than in accordance with the authorization contained herein; or (vi) use the Software or part thereof to provide application hosting, outsourcing, testing, or similar services to any party.

3. License Fee; Additional Licenses

3.1. Company agrees to pay Harmon.ie the License Fee specified in the Order. Harmon.ie will invoice Company as of the Effective Date of this license and the effective date of any renewal term. Company will pay the applicable license fees on or before thirty (30) days from the date of Harmon.ie's invoice. All fees shall be paid in immediately available United States Dollars or such other currency as indicated in the Order. A late payment charge of one and one-half percent (1½%) per month or the maximum rate allowed by law, whichever is less, may be added to amounts due under this Agreement if not on or before the due date. In the event of late payment, Company will also be responsible for all costs associated with collecting the outstanding amounts, including attorney's fees.

3.2. The fees set forth in Order do not include taxes, duties or governmental assessments of any kind, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, " Taxes"). Company is responsible for paying all Taxes resulting from this Agreement. Company shall not be required to pay or reimburse Harmon.ie for taxes based upon the net worth, capital, net income, or franchise of Harmon.ie. If a jurisdiction in which Company conducts business requires you to deduct or withhold Taxes from any amount due to Harmon.ie, Company must notify Harmon.ie in writing, in which case Harmon.ie will increase the gross amount of Harmon.ie's invoices so that, after deduction or withholding for Taxes, the net amount paid to Harmon.ie will not be less than the amount Harmon.ie would have received without the required deduction or withholding.

3.3. In the event that, during the term of this Agreement, Company orders additional software, Users, or other products and/or services and such order is accepted by Harmon.ie ("Additional Order"), Company will be invoiced for the relevant fees and charges on or around the date of Harmon.ie's acceptance of the order and payment shall be due on or before thirty (30) days from the date of the invoice. When Company adds Users, products, or services during a subscription term then, except as otherwise stated in the Additional Order, the term applicable to the additional order will be the remainder of the then-current subscription term, with any subsequent renewal term then including the Users, products, and/or services added.

4. Maintenance Support

When Company has ordered maintenance support, Harmon.ie will provide such support in accordance with its standard support plans. Any enhancements and changes made by Harmon.ie to the Software as part of maintenance support, and information provided in the course of supplying maintenance support, shall be and remain at all times proprietary to and the sole property of Harmon.ie, and the provisions in this Agreement relating to the confidential and proprietary nature of the Harmon.ie Software and Confidential Information shall apply with equal force and effect to such enhancements, modifications, and changes. Such enhancements and changes may be used by Company under the Software license contained herein solely for use with the Software.

5. Privacy

5.1. If Company is an entity that is subject to the EU General Data Protection Regulation (2016/679) ("**GDPR**"), please download Harmon.ie's Data Processing Agreement ("**DPA**"), available at: https://harmon.ie/Data-Processing-Agreement, sign it and return it signed to privacy@harmon.ie. Company hereby agrees that any processing of information performed by Harmon.ie on Company's behalf in connection with the Software shall be subject to the terms and conditions of the DPA. Company hereby agrees to defend, indemnify and hold harmless Harmon.ie, its affiliates, and their respective officers, directors, employees, subcontractors and agents, from and against any and all claims, damages, obligations, losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees, arising from or in connection with: (i) Company's failure to comply with the obligations applicable to Company under the GDPR and/or data protection laws or regulations or the DPA; and/or (ii) the processing of personal data without a DPA, in the event Company fails to return to Harmon.ie the DPA duly signed by Company.

5.2. Harmon.ie may collect Users' email addresses for support, training and license enforcement. harmon.ie may also collect data about use of the Software, to derive statistical and performance information related to the operation of the Software, for use to improve the Software, develop additional functionalities and products, and otherwise for harmon.ie's business purposes. If applicable law, Company policy, or other requirements require that Users be informed of or consent to the collection, use, and/or handling of information as described in this Section, or that any other steps be taken, these are the responsibility of Company and Users may not be permitted to access or use the Software without taking all necessary steps. Company will defend, hold harmless and indemnify Harmon.ie from and against any and all losses, claims, liabilities, costs and expenses (including reasonable attorneys' fees) as incurred arising out of, related or connected to Harmon.ie's collection, use, and handling of information as provided for herein. The information will not be shared with third parties for their marketing purposes. Harmon.ie may process and store collected information on servers located outside the country where the Company is located and/or

Users live, including in the United States or in any other country in which Harmon.ie or its affiliates or service providers maintain facilities, even if the level of protection required in that country is less than required by the country where the Company is located and/or Users live. Company shall obtain all required consents and display all required notices, as necessary under applicable law to allow Harmon.ie to access, use, process and transfer User data in accordance with this Section 5.2, on its own behalf and on behalf of its Users, consents to Harmon.ie's collection and use of User information as outlined above.

6.   **Warranty: Third Party Software Components: and Limitation of Liability**

6.1.   Harmon.ie warrants that at the time of delivery of the Software and for sixty (60) days thereafter, the Software will perform in substantial accordance with its standard documentation. If during such period, the Software does not perform as warranted, Company shall notify Harmon.ie of the purported failure to perform and Harmon.ie shall, at its option, undertake to correct the Software, replace the Software free of charge, or terminate this Agreement and refund to Company the License Fee actually paid. *The foregoing are Company's sole and exclusive remedies for breach of warranty.* The warranty set forth above is made to and for the benefit of Company only. The warranty will apply only if the Software has been properly installed and used at all times and in accordance with the instructions for use; and no alteration, modification or addition has been made to the Software other than by Harmon.ie. The Software includes or uses third party software components, including open source components. Harmon.ie warrants that it has complied with the license terms of the third party components in its use of such components. Harmon.ie further warrants that it has tested all third party components for performance and quality requirements related to use of the components and will repair or replace such components or provide a refund to meet the performance warranty set forth above. Harmon.ie shall have no liability in connection with such third party components except to meet its obligations under the performance warranty. The copyright notices, license terms and other information applicable to such components are detailed at https://harmon.ie/kb/harmonie-sharepoint-third-party-technologies. **Please note that the third party software components and associated notices, links and other information accessible through the foregoing link may be updated by Harmon.ie from time to time and should be checked by Company to obtain the most up to date details**.

6.2.   EXCEPT AS SET FORTH ABOVE, HARMON.IE MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO COMPANY UNDER THIS AGREEMENT. HARMON.IE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES (IF ANY), AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING. Applications may need to be downloaded from a third party web site and rely on third party hardware, cellular networks, internet access, cloud services, and computing infrastructures and Harmon.ie provides no warranties and shall have no responsibility for or liability in connection with their performance or otherwise. Company will be responsible for acting in accordance with the requirements for use of such site(s) and other infrastructure components and for ensuring that Users act in accordance with those requirements.

6.3.   IN NO EVENT WILL HARMON.IE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR CONNECTED TO THIS AGREEMENT, THE SOFTWARE, OR ANY MATERIALS OR SERVICES PROVIDED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF HARMON.IE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ONE OR MORE REMEDIES FAILS OF ITS ESSENTIAL PURPOSE. HARMON.IE'S MAXIMUM AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR CONNECTED TO THIS AGREEMENT, THE SOFTWARE, OR ANY MATERIALS OR SERVICES PROVIDED HEREUNDER WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEES ACTUALLY PAID TO HARMON.IE IN THE 12-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

7.   **Confidentiality**

Each party agrees that at all times during the term of this Agreement, and thereafter, each party will hold in confidence, and will not, other than for purposes of this Agreement, use or disclose to any third party any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information that each party designates as being confidential or which the nature of the information or circumstances of disclosure makes reasonably clear should be treated as confidential. "Confidential Information" includes, without limitation, the terms of this Agreement, the Software and documentation, pricing and discounts, the intellectual property and business practices of each party and information received from others that a party is obligated to treat as confidential, and any summaries, synopses, notes, analyses, computations, compilations, data, studies or other documents, material or records which contain or otherwise reflect or are generated from Confidential Information. "Confidential Information" does not include information that was (a) previously known without restriction, (b) received from a third party without restriction, (c) independently developed without use of the Confidential Information, or (d) information that becomes publicly available through no fault of the receiving party. The obligations set forth in this Section shall continue until such time that the Confidential Information comes under one of the exceptions

contained in (a)-(d), notwithstanding the expiration or termination of this Agreement for any reason. In the event of actual or threatened breach of this Section, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages. Each party acknowledges that unauthorized disclosure or use of the Confidential Information of the other party will cause irreparable harm and significant injury to the disclosing party that may be difficult to ascertain. Accordingly, each party, as the receiving party, agrees that the disclosing party, without prejudice to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce the rights and obligations contained in this Agreement without the necessity of proving actual damages, posting bond, or making any undertaking in connection therewith.

8. Term and Termination

8.1. This Agreement will take effect on the Effective Date and will remain in force for the license term set forth in the Order, unless earlier terminated in accordance with this Agreement. In the event Company has purchased a subscription term, at the end of the subscription term the license will automatically renew for successive license terms of equal length, unless a different term is agreed to by the parties at the time of renewal, and unless either party gives written notice to the other of its intention not to renew at least thirty (30) days before commencement of the next term. The subscription fees for each renewal term may be increased by Harmon.ie with thirty (30) days prior written notice.

8.2. Harmon.ie may, by written notice to Company, terminate this Agreement if any of the following events ("Termination Events") occur: (i) Company is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after Harmon.ie gives Company written notice of such breach; or Company (ii) terminates or suspends its business, (iii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iv) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination.

8.3. Within thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Company shall return or permanently destroy the Software, documentation, and all Harmon.ie Confidential Information, including all copies and documents and other material which contain or otherwise reflect the Software, documentation, and Harmon.ie Confidential Information. At Harmon.ie's request, Company shall provide a certificate certifying that it has satisfied its obligations under this Section.

9. Non-assignment/Binding Agreement

Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Company, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation. Any assignment or transfer made contrary to the foregoing shall be null and void. Subject to the foregoing, this Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors and assigns.

10. Miscellaneous

10.1. This Agreement (including the Attachments and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. All rights not expressly granted in this Agreement to Company are retained by Harmon.ie. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that may be used in connection with the acquisition or licensing of the Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of the other party to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by both parties. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

10.2. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed stricken and the remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties will replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable. No exercise or enforcement by either party of any right or remedy under this Agreement, including termination under Section 8, will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce. The Software is subject to United States export laws and regulations. Company may not export or re-export the Software or any technology received from Harmon.ie without the necessary and appropriate United States and other applicable government licenses. The provisions of Sections 2, 6.3, 7, 8.3, 9, and 10 will survive expiration or termination of this Agreement for any reason.

10.3.   This Agreement will be governed by and construed in accordance with the laws of the State of California as they apply to agreements entered into and performed in that state, without regard to principles of conflict of laws and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act as enacted in any state. The parties agree that the federal and state courts of or located in the State of California shall have exclusive jurisdiction over any action arising out of or relating to any provisions contained herein, and waive objection to venue in these courts, and any such action shall be brought and prosecuted only in these courts. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. Without limiting the generality of the foregoing, Company consents to the service of process in connection with any such claim or dispute by the mailing thereof by registered or certified mail, postage prepaid, at the address for notice set forth below.

10.4.   Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered in person, sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid to (i) Company, to the appropriate address set forth in the Order; (ii) to Harmon.ie, to 2033 Gateway Place, Suite 420, San Jose, CA 95110, USA. Either party may change its address for notice by notice to the other party given in accordance with this Section.

This Agreement is made and is effective as of the Effective Date.