

MASTER SUBSCRIPTION AGREEMENT (V.1)

This Master Subscription Agreement (V.1) (“**Agreement**”) is entered into by and between ForgeDX LLC, a Utah limited liability company (“**ForgeDX**”), and the Customer, agreeing to this Agreement, which is identified in the Statement of Work, or in an IdeaCloud account (“**Customer**”), and effective as of the earlier of the (a) SOW Effective Date, as provided in the Statement of Work, or (b) the date Customer begins using the Services or downloads the Application (the “**Effective Date**”).

In consideration of the obligations provided in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms have the meanings set forth below:

1.1 “**Application**” means any mobile application made available by ForgeDX pursuant to this Agreement.

1.2 “**Authorized Users**” means Customer’s employees, contractors, and agents who are authorized by Customer to access and use the Services, in accordance with, and subject to the terms of this Agreement.

1.3 “**Confidential Information**” means all nonpublic, confidential or proprietary materials, information or data that one party has disclosed or otherwise made available to the other party in any form, including, but not limited to, financial plans, ideas, concepts, drawings, designs, software, inventions, algorithms, discoveries, improvements, specifications, trade secrets, prototypes, samples, processes, notes, memoranda, lists and reports concerning the disclosing party’s past, present or future research, technology, know-how, computer programs, code, products, customers, prospective customers, suppliers, vendors, employees and/or contractors, sales and marketing plans, financial statements, business plans, loan information, product plans, costs or prices, and any other information, in any form, which would reasonably be considered confidential or proprietary.

1.4 “**Customer Content**” means the artwork, graphics, images, videos, slides, documents, technology, and other content provided by Customer to ForgeDX under this Agreement, and any derivative works thereof created by ForgeDX or ForgeDX Personnel through the Professional Services, if any, but excluding any ForgeDX Proprietary Rights.

1.5 “**Customer Marks**” means the trademarks, service marks, trade names and other source identifiers provided by Customer to ForgeDX under this Agreement.

1.6 “**Customer Proprietary Rights**” means all (a) Customer Content; (b) Customer Marks, and (c) intellectual property rights in the foregoing. For the avoidance of doubt, and notwithstanding the foregoing, Customer Proprietary Rights do not any ForgeDX Proprietary Rights.

1.7 “**Deactivation Device**” means any software, hardware, or other technology, device, or means used by ForgeDX to disable Customer’s, or any Authorized User’s access to or use of the Services in connection with (a) the expiration or termination of this Agreement or a Statement of Work, or (b) ForgeDX’s permitted suspension the rights (or any portion thereof) set forth in this Agreement.

1.8 “**Documentation**” means all user manuals, operating manuals, guides, training materials, help files, and other printed, electronic, and online material generally made available by ForgeDX to its Customers with respect to the Services, and all other printed, electronic, or online materials provided or made available by ForgeDX that describe the features, functions, use or operation of the Services, in each case, as such information may be updated by ForgeDX from time to time.

1.9 “**Fees**” means all fees and expenses payable by Customer to ForgeDX under this Agreement.

1.10 “**ForgeDX Content**” means all works of authorship, material, tools, software, methods and techniques made available by ForgeDX under this Agreement, including without limitation application programming interfaces, software tools, routines and components, code libraries, templates, artwork, user interfaces, graphics, photographs, and other content, but excluding any Customer Proprietary Rights.

1.11 “**ForgeDX Proprietary Rights**” means (a) the Services, (b) Resultant Data, (c) Simulations, (d) all modifications, enhancements and derivative works of or to any of the foregoing, and (e) all intellectual property rights in the foregoing, but excluding all Third Party Materials.

1.12 **“ForgeDX Statement of Work”** means a document executed by Customer and ForgeDX that incorporates this Agreement and provides details regarding the IdeaCloud products to be licensed, each Simulation and the Professional Services to be provided by ForgeDX, and the specific terms and conditions relating thereto.

1.13 **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, program routine or other malicious computer code, other than any Deactivation Device, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, hardware, system, or network, or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby, or (b) prevent access or use of the Services as intended by this Agreement.

1.14 **“IdeaCloud”** means the suite of software and platform application services hosted by ForgeDX and made available under this Agreement as provided on a Statement of Work.

1.15 **“Initial Term”** means the 365-day period, beginning on the earlier of (a) the effective date of a Statement of Work (or as otherwise expressly set forth in a Statement of Work), and (b) the date Customer or Authorized Users begin using the Services or download the Application.

1.16 **“Professional Services”** means the implementation, training, development, content creation, conversion, and other professional services set forth in a ForgeDX Statement of Work.

1.17 **“Reseller Statement of Work”** means a document executed by Customer and an authorized reseller that references this Agreement and provides details regarding each Simulation and Professional Services to be provided by such reseller, and the specific terms and conditions relating thereto.

1.18 **“Resultant Data”** means information, analytics, and data that ForgeDX collects in connection with use of and access to the Services.

1.19 **“Services”** means the (a) IdeaCloud, (b) Application, (c) ForgeDX Content, (d) Documentation, and (e) all upgrades, updates, improvements, modifications, revisions, derivative works, patches, bug fixes, releases and enhancements thereto or thereof, but excluding all Third Party Materials.

1.20 **“Statement of Work”** means either a ForgeDX Statement of Work or a Reseller Statement of Work, or both.

1.21 **“Simulation”** means the immersive, user experience simulation of Customer Content created or conceived by ForgeDX, ForgeDX Personnel, or an authorized reseller as identified in a Statement of Work.

1.22 **“Term”** means the Initial Term and all renewal terms for the Statement of Work.

1.23 **“Third Party Materials”** means materials, services, code and software libraries, programming or other intellectual property that is developed and/or owned by a third party, including where: (a) distributed, in whole or in part, as free software, open source software, shareware or similar licensing or distribution models; (b) governed by additional terms and conditions of such third party; or (c) otherwise made available through, or part of or integrated into the Services or a Simulation.

2. SERVICES; APPLICATION AND LICENSES

2.1 Services; License Grant. ForgeDX will host the IdeaCloud and all Simulations on Customer’s instance of the IdeaCloud, and will make the Application available as provided in this Agreement. ForgeDX will retain sole control over the operation, provision, maintenance and management of the Services. Customer acknowledges that ForgeDX uses a third party provider for hosting services. Subject to the terms and conditions of this Agreement, ForgeDX hereby grants Customer, during the Term, a limited, nonexclusive, non-sublicensable, non-transferable license for Customer and Authorized Users to: (a) access and use Customer’s instance(s) on the IdeaCloud; (b) download and install the Application to access and use Customer’s instance(s) on the IdeaCloud; (c) use, copy and distribute the Documentation solely in connection with Customer’s permitted use of and access to Customer’s instance on the IdeaCloud, and Application and to permit Authorized Users to access and use same; and (d) to display the Simulations through the IdeaCloud.

2.2 Restrictions. Except as expressly permitted in this Agreement, Customer shall not, and shall not allow any Authorized User or any third party to: (a) copy the Services or Third Party Materials, in whole or in part; (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works of or improvements to any ForgeDX Proprietary Rights, or Third Party Materials, or any part thereof; (c) reverse engineer, disassemble, decompile, decode, or adapt the Services, or Third Party Materials, or any part thereof, or otherwise attempt to

derive or gain access to the source code of the Services, or Third Party Materials, or any part thereof; (d) bypass or breach any security device, license key or protection used for or contained in the Services or Third Party Materials; (e) use the Services, in whole or part, for purposes of: (i) benchmarking or competitive analysis; or (ii) developing, using or providing a competing product or service; (f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or Third Party Materials, or part thereof, to any third party including time-sharing or service bureau uses; (g) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material or content, or in a manner that does not comply with applicable law; (h) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Third Party Materials or ForgeDX systems; (i) use the Services to store or transmit Harmful Code; (j) use or make available the Services except as expressly allowed under this Agreement; or (k) to conduct penetration testing or similar testing. Customer shall be fully responsible and liable for any breach of the terms of this Agreement, as well as the obligations, acts or omissions of any by Authorized Users to the same extent as if Customer performed such breach.

2.3 Application. The Application may be available only for certain mobile devices. ForgeDX may update, change and discontinue which devices are compatible with the Application from time to time. Customer is responsible for: (a) determining compatibility of its and Authorized User's mobile devices; (b) understanding whether the terms of Customer's agreement with its mobile device manufacturer and mobile service carrier apply to use of the Application; (c) controlling access to and use of all Customer's and Authorized User's mobile devices to prevent the bypassing, disabling, or overriding of any restrictions, security measures, or other limitations of the Application and to prevent Harmful Code from being introduced to the mobile device or Services; and (d) complying with all third party terms, including those of the applicable app store service provider. This Agreement is between ForgeDX and Customer and no app store service provider is a party to this Agreement or responsible for the Application or has or will have any obligation whatsoever to furnish any maintenance and support services with respect to the Application. Customer acknowledges that ForgeDX, not the app store service provider, is responsible for addressing claims relating to the Application, and that such claims are subject to the terms and conditions of this Agreement.

2.4 Customer Systems and Licenses. Customer is responsible for obtaining, operating, maintaining and managing its information technology infrastructure and networks. Customer hereby grants ForgeDX a nonexclusive, fully paid-up, license under its Intellectual property rights to use, reproduce, distribute, perform and display publicly or privately, and create derivatives of Customer Proprietary Rights, and to use Customer Marks, for ForgeDX to (a) create Simulations, (b) provide Professional Services, and (c) otherwise perform its obligations under this Agreement. The licenses provided in Section 2.4(b) and 2.4(c) will be exercisable during the term of this Agreement and the license granted in Section 2.4(a) will be perpetual. ForgeDX shall use the Customer Marks in accordance with any written guidelines provided by Customer. Customer will have the ability to approve all uses of the Customer Marks in the Simulations. If Customer has not approved or rejected a proposed use of a Customer Mark within five (5) business days of ForgeDX providing notice of such use, then such use will be deemed approved.

2.5 Third Party Materials. The Services may include Third Party Materials subject to separate terms and conditions of the applicable third party set forth in the Documentation (collectively the "**Third Party Licenses**"). In addition to the terms of this Agreement, Customer's use Third Party Materials is governed by the applicable Third Party License. Customer agrees to comply with the terms of each Third Party License. If ForgeDX's rights to provide any Third Party Materials are limited, suspended or terminated for any reason, the rights of Customer shall also be so limited, suspended or terminated. To the extent of any conflict between the terms of this Agreement and the terms of a Third Party License, the terms of the Third Party License shall control with respect to the applicable Third Party Materials. ForgeDX reserves the right, in its sole discretion to suspend or discontinue any Third Party Materials.

2.6 IdeaCloud Availability. ForgeDX shall use commercially reasonable efforts to make the IdeaCloud available 99.8% of the time as measured over the course of the then-current Initial Term or a renewal term, except for (a) planned outages, which ForgeDX shall use reasonable efforts to schedule outside of normal business hours and to provide advance electronic notice to Customer through the IdeaCloud or otherwise, (b) emergency maintenance and Force Majeure Events, and (c) Customer's failure, including any failure, interruption, delay or other access issues caused by Customer's systems, personnel or internet services.

2.7 Changes. ForgeDX reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful.

2.8 Access. Customer shall be responsible for the security of all passwords and other access protocols required to access the Services. Each party shall promptly notify the other party if it becomes aware that Customer's passwords or access protocols are lost, stolen, disclosed to an unauthorized third party, or otherwise compromised. Customer shall be solely responsible for the acts and omissions of its Authorized Users and their use and protection of passcodes and access protocols. ForgeDX shall not be liable for any loss of data or functionality caused by Authorized Users where no action or omission by ForgeDX or its agents contributed to such loss.

2.9 Training and Support. ForgeDX will provide (a) training services as provided in the ForgeDX Statement of Work to the Customer personnel identified in such Statement of Work ("**Trainers**") and support services to the Trainers to help Customer correct problems with the Simulations or Services via telephone and through email between 8:00 am to 5:00 pm MT, Monday through Friday, except federal and state holidays. Trainers will be responsible for providing support services to Authorized Users.

3. PROFESSIONAL SERVICES; STATEMENTS OF WORK

3.1 Professional Services. ForgeDX shall perform the Professional Services as set forth in each ForgeDX Statement of Work in accordance with the terms of this Agreement and the ForgeDX Statement of Work. Customer shall perform its obligations set forth in the applicable Statement of Work and otherwise provide such assistance and information to ForgeDX, including Customer Content and Customer Marks, or the authorized reseller, as reasonably requested to facilitate the successful performance of the Professional Services. ForgeDX shall not be responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

3.2 Statements of Work. Each Statement of Work will specify the applicable Professional Services, Simulations, Fees, term, project timeline and other subject matter as mutually agreed-upon by the parties to such Statement of Work. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in a ForgeDX Statement of Work, the terms and conditions of this Agreement will control, except as permitted by this Agreement or if the parties to the ForgeDX Statement of Work have expressly provided in such Statement of Work that a particular provision of this Agreement is amended, in which case the ForgeDX Statement of Work will control, but only with respect to such Statement of Work. ForgeDX is not a party to or bound by the Reseller Statement of Work and is not responsible for any act or omission of such reseller.

3.3 Change Orders. Any modifications, deletions or additions to the scope set forth in a ForgeDX Statement of Work, including any refreshes of a Simulation, will be made only in a change order signed by an authorized representative of each party (each, a "**Change Order**"). All Change Orders are incorporated into this Agreement by this reference. ForgeDX shall continue performance under the ForgeDX Statement of Work until a Change Order is mutually agreed upon by the parties.

3.4 ForgeDX Personnel. ForgeDX shall at its sole discretion assign the ForgeDX employees and subcontractors ("**ForgeDX Personnel**") to perform the Professional Services. ForgeDX is responsible for its subcontractors. ForgeDX reserves the right to re-assign or replace any ForgeDX Personnel at any time in ForgeDX's sole discretion.

4. FEES AND EXPENSES

4.1 Fees. Customer shall pay ForgeDX the Fees set forth in the applicable Statement of Work. ForgeDX may increase Fees for each renewal term by providing notice to Customer.

4.2 Expenses. Customer shall reimburse ForgeDX for all expenses approved by Customer and incurred by ForgeDX in connection with the performance of Professional Services under this Agreement.

4.3 Payment. Unless otherwise provided in a ForgeDX Statement of Work, Customer shall pay ForgeDX 100% of the total Fees upon execution of the ForgeDX Statement of Work within thirty (30) days from the date of simulation delivery – to be invoiced upon signed SOW. Any invoiced amounts not disputed in good faith by Customer and remaining unpaid by the due date will accrue a late charge in the amount of the lesser of (a) one and one half percent (1.5%) per month, or (b) the highest rate allowable by law, computed from the applicable due date. To the extent not prohibited by applicable law, Customer shall be responsible for all charges, fees and expenses (including, but not limited to, reasonable attorneys' fees) incurred by ForgeDX in enforcing or attempting to enforce Customer's payment obligations under this Agreement, regardless of whether suit is commenced. Under a Reseller Statement of Work, Customer shall pay the reseller the Fees provided in such Statement of Work.

4.4 Taxes. All Fees are exclusive of sales and other taxes of any jurisdiction and Customer is solely responsible for payment of (or reimbursement for) any applicable foreign, federal, state, local and city taxes, except for any taxes based on ForgeDX's income.

5. TERM AND TERMINATION

5.1 Term. This Agreement commences on the Effective Date and continues until the earlier of (a) termination as provided in this Section 5 and elsewhere in this Agreement, or (b) termination of the Statement of Work. Each Statement of Work will automatically renew at the end of the Initial Term for an additional 365 days unless either party provides the other party with a written notice of termination that is sent at least sixty-days prior to the end of the Initial Term, or if the Statement of Work provides different renewal terms.

5.2 Suspension. ForgeDX may, including by use of a Deactivation Device or any other lawful means, suspend or otherwise limit Customer's or any Authorized User's access to or use of any part of the Services in the event ForgeDX believes, in good faith that (a) Customer or any Authorized User has violated or otherwise failed to comply with the terms of this Agreement, (b) Customer fails to pay any Fees due, or (c) Customer or any Authorized User is, has been, or is likely to be involved in any infringing, fraudulent, misleading, harmful or unlawful activities relating to or in connection with the Services. In addition, in the event Customer fails to pay any Fees due, ForgeDX may suspend performance of Professional Services. ForgeDX shall not have any liability due to any suspension pursuant to this Section. ForgeDX will restore access to or use of the suspended Services or Professional Services upon full resolution of the issue(s) giving rise to the suspension.

5.3 Termination.

(a) Material Breach. Either party may terminate this Agreement or a ForgeDX Statement of Work immediately upon written notice to the other party in the event of a material breach of this Agreement or a ForgeDX Statement of Work by the other party, which breach remains uncured for a period of thirty (30) days after written notice reasonably specifying the nature of the breach is given to the breaching party.

(b) Insolvency. ForgeDX may terminate this Agreement immediately in the event Customer (i) becomes insolvent, is dissolved or liquidated, (ii) files or has filed against it a petition in bankruptcy and such petition is not dismissed within ninety (90) days of the date of filing, (iii) makes a general assignment for the benefit of its creditors, or (iv) ceases conducting business in the ordinary course.

5.4 Effect of Termination. Upon the termination or expiration of this Agreement for any reason:

(a) all rights and licenses granted pursuant to Section 2.1 will terminate and ForgeDX may disable all access to the Services;

(b) Customer and Authorized Users shall immediately cease all direct and indirect use of and access to the Services;

(c) ForgeDX will discontinue providing the Professional Services set forth in the ForgeDX Statement of Work;

(d) Customer and Authorized Users shall uninstall the Application;

(e) Customer and Authorized Users shall destroy, and cause to be destroyed, all copies of the ForgeDX Content and Documentation in its possession, under its reasonable control, and provide ForgeDX with written confirmation thereof; and

(f) Customer shall pay all accrued and unpaid Fees immediately. In the event ForgeDX terminates this Agreement pursuant to Section 5.3(a) above, all Fees that would have become payable had the Agreement remained in effect until expiration of the Initial Term or any renewal term will become immediately due and payable.

6. CONFIDENTIAL INFORMATION

6.1 Confidential Information. Each party may provide or otherwise make available Confidential Information to the other party. The party disclosing Confidential Information is the “**Disclosing Party**,” and the party receiving Confidential Information is the “**Receiving Party**.”

6.2 Confidentiality Obligations. Without limiting the terms of this Agreement, the Receiving Party shall (a) keep all Confidential Information of the Disclosing Party confidential and not use such Confidential Information except as necessary to perform the Receiving Party’s obligations or exercise its rights under this Agreement, (b) use the same degree of care the Receiving Party uses to protect its own Confidential Information (but in no event less than a reasonable degree of care) to prevent the unauthorized use or disclosure of the Disclosing Party’s Confidential Information; and (c) not disclose, reveal or otherwise make available the Disclosing Party’s Confidential Information to anyone except to (i) personnel, subcontractors and agents of the Receiving Party, and (ii) the Receiving Party’s attorneys, auditors, regulatory authorities, accountants and other professional advisors, in each case who have a need to know such information. The Receiving Party shall promptly notify the Disclosing Party of any use or disclosure of its Confidential Information not permitted by this Agreement of which the Receiving Party becomes aware and fully cooperate with the Disclosing Party to protect its Confidential Information.

6.3 Exceptions. Confidential Information shall not include, and the Receiving Party shall have no obligation to preserve the confidentiality of, any information that, except as a result of unauthorized or unlawful use, access or disclosure, (a) was previously known to the Receiving Party free of any confidentiality or nondisclosure obligation, (b) becomes publicly available through no fault of the Receiving Party, or (c) was disclosed to the Receiving Party free of any confidentiality or nondisclosure obligation from a source other than the Disclosing Party. The parties agree that Customer Content included in a Simulation is not and will not be deemed Confidential Information.

6.4 Compelled Disclosure. Notwithstanding anything to the contrary, in the event that the Receiving Party is compelled to disclose any Confidential Information of the Disclosing Party pursuant to a subpoena, order, process or other requirement of a judicial or other governmental authority of competent jurisdiction (each a “**Legal Order**”), the Receiving Party may disclose such Confidential Information on the condition the Receiving Party (unless prohibited) (a) notifies the Disclosing Party (including a copy of the Legal Order) as soon as practicable prior to making such disclosure, (b) provides any reasonably requested assistance to the Disclosing Party in obtaining a protective or similar order, and (c) only discloses that portion of such Confidential Information that, in the opinion of the Receiving Party’s legal counsel, the Receiving Party is legally compelled or otherwise required to disclose.

6.5 Residual Rights. Notwithstanding the terms of this Section 6, neither party shall be prohibited or enjoined from utilizing any general knowledge, skills or experience retained in the unaided memory of an individual and acquired during the course of this Agreement (“**Residuals**”). Memory is unaided if the individual has not intentionally memorized the information. The Receiving Party may use Residuals for any purpose, except for purposes that would constitute an infringement or misappropriation of the intellectual property rights of the other party.

6.6 Privacy. Customer consents to ForgeDX’s privacy policy, available at <https://www.forgedx.com/privacy.html>, which is incorporated into this Agreement by reference.

7. OWNERSHIP

7.1 Customer Proprietary Rights. As between Customer and ForgeDX, Customer owns and shall retain all right, title and interest in and to all Customer Proprietary Rights and Customer Confidential Information, and, except for the license rights expressly granted to ForgeDX under this Agreement, ForgeDX shall have no right, title or interest in or to Customer Proprietary Rights or Customer Confidential Information, and all such rights are expressly reserved by Customer.

7.2 ForgeDX Proprietary Rights. As between ForgeDX and Customer, ForgeDX owns and shall retain all right, title and interest in and to all ForgeDX Proprietary Rights and ForgeDX Confidential Information, and, except for the license rights expressly granted to Customer under this Agreement, Customer shall have no right, title or interest in or to ForgeDX Proprietary Rights or ForgeDX Confidential Information, and all such rights are expressly reserved by ForgeDX. Customer agrees not to directly or indirectly challenge or otherwise contest ForgeDX’s ownership, or the validity, of any ForgeDX Proprietary Rights.

7.3 Resultant Data. Customer acknowledges and agrees that ForgeDX may generate and collect Resultant Data, and that ForgeDX may use such Resultant Data in connection with the Services, including improving the Services and developing and providing new software, products and services.

7.4 Feedback. Customer may provide ForgeDX with feedback, comments, or suggestions from time to time (collectively, "**Feedback**"). Customer acknowledges and agrees that: (a) any Feedback shall not be deemed Confidential Information, (b) ForgeDX shall have no obligation to review, consider, or implement any Feedback, and (c) Customer hereby irrevocably grants to ForgeDX a perpetual, irrevocable and unlimited license to use, reproduce, modify, distribute, display, perform, and create derivative works of any Feedback and any derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services which incorporate or embody Feedback, whether in whole or in part.

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 ForgeDX Warranties. ForgeDX represents and warrants that (a) ForgeDX has all requisite power and authority to enter into the ForgeDX Statement of Work and this Agreement, and to perform its obligations under the ForgeDX Statement of Work and this Agreement, (b) the execution and delivery by ForgeDX of the ForgeDX Statement of Work and this Agreement, and the performance by ForgeDX of its obligations under the ForgeDX Statement of Work and this Agreement have been duly authorized and are valid and binding obligations of ForgeDX, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies; (c) Services will perform substantially in accordance with the Documentation; and (d) Professional Services will be performed in a professional and workmanlike manner. Section 8.1(c) will not apply to the extent (i) Customer, or Authorized Users use the Services other than in accordance with the terms of this Agreement or the Documentation, (ii) the defect is caused by Customer, or Third Party Materials, or (iii) the defect results from any unlicensed or unauthorized activities. Customer's sole and exclusive remedy, and ForgeDX's sole liability, for breach of any warranty is and will be termination as provided in Section 5.3(a).

8.2 Customer Warranties. Customer represents and warrants that: (a) Customer has all requisite power and authority to enter into the Statement of Work and this Agreement, and to perform its obligations under the Statement of Work and this Agreement; (b) the execution and delivery by Customer of the Statement of Work and this Agreement, and the performance by Customer of its obligations under the Statement of Work and this Agreement have been duly authorized and are valid and binding obligations of Customer, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies; and (c) Customer owns or has the rights or authorization necessary for ForgeDX to use Customer Proprietary Rights under this Agreement.

8.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, FORGEDX DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE SERVICES, OR PROFESSIONAL SERVICES. ALL THIRD PARTY MATERIALS AND BETA SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND FORGEDX DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THIRD PARTY MATERIALS OR BETA SERVICES. FORGEDX DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT FORGEDX WILL CORRECT ALL ERRORS. CUSTOMER ACKNOWLEDGES THAT FORGEDX DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. NEITHER FORGEDX NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THERE WILL BE NO UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY AUTHORIZED USER'S DATA, FILES OR PROGRAMS.

8.4 Beta Services. ForgeDX may offer Customer access to beta services that are being provided prior to general release ("**Beta Services**"). Customer understands and agrees that (a) the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at Customer's sole risk, (b) use of Beta Services is

on a voluntary and optional basis, (c) no technical support or other services will be provided with regard to Beta Services, and (d) all Beta Services are offered "AS IS" and "AS AVAILABLE." To the extent permitted by applicable law, FORGEDX disclaims all liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise for and in connection with Beta Services.

9. INDEMNIFICATION

9.1 ForgeDX Indemnification. ForgeDX shall defend Customer and its directors, officers, employees, successors and permitted assigns from and against all claims, demands, suits, proceedings and actions brought by a third party ("**Claims**") and pay all losses, damages, liabilities, judgments, liens, encumbrances, fines, penalties and awards, including reasonable expenses, court costs and attorneys' fees ("**Losses**") to the extent arising out of an allegation that Customer's use of the Services, or part thereof, in accordance with the terms of this Agreement infringes or misappropriates the intellectual property rights of such third party. Notwithstanding the foregoing, ForgeDX's indemnification obligations under this Section 9.1 shall not apply to the extent a Claim is based on: (i) Customer's designs, instructions, requirements or specifications; (ii) Customer Proprietary Rights; (iii) any combination (or other modification) of the Services with materials, content, software, processes or systems; (iv) Customer's, or Authorized Users' use of the Services other than in accordance with the terms of this Agreement or the Documentation; (v) Third Party Materials; or (vi) Beta Services.

9.2 Customer Indemnification. Customer shall defend ForgeDX and its directors, officers, employees, successors and assigns from and against all Claims and pay all Losses arising out of (a) an allegation that ForgeDX's use of Customer Proprietary Rights, or any part thereof, under this Agreement infringes or misappropriates the intellectual property rights of such third party, (b) bodily injury to or death of any person, or damage to tangible property caused by Customer or an Authorized User, and (c) Customer or any Authorized User's breach of, or failure to comply with, Section 2.2 of this Agreement.

9.3 Procedure. The indemnified party shall: (a) provide prompt written notice to the indemnifying party of any Claim, except failure to give such notice shall not relieve the indemnifying party of its obligations under this Section 9 except to the extent that the indemnifying party is materially prejudiced as a result of such failure; and (b) provide reasonable cooperation in the defense or settlement of any Claim at the indemnifying party's expense. The indemnifying party shall have the sole right to control the defense or settlement of any Claim, except the indemnified party shall have the right to employ separate counsel and to participate in (but not control) the defense or settlement of any Claim. The indemnifying party shall not agree to any settlement that requires any action, omission or admission by the indemnified party, or otherwise imposes any financial or other obligation or liability on the indemnified party without the indemnified party's prior written consent.

9.4 Replacement. If the Services (or any part thereof) is, or in ForgeDX' opinion is likely to be, subject to a Claim under Section 9.1(a), ForgeDX shall at ForgeDX's option and expense: (a) procure the right for Customer to continue using it under the terms of this Agreement; (b) modify it so that it is non-infringing and substantially equivalent in function; or (c) replace it with non-infringing and substantially functional software and/or services. If none of the foregoing options are reasonably available or practical, then ForgeDX may terminate the applicable portion of the Services, or a Statement of Use, or this Agreement, upon written notice to Customer and refund to Customer any prepaid Fees applicable to such terminated portion(s) prorated for the remaining period for which such Fees were prepaid.

9.5 Sole Remedy. This Section 9 states Customer's sole and exclusive remedy and ForgeDX's sole and entire liability for any Claim.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, BE LIABLE FOR (AND EACH PARTY, AS APPLICABLE, EXPRESSLY WAIVES ANY RIGHT TO MAKE A CLAIM FOR OR RECOVER): (A) PUNITIVE LOSSES OR DAMAGES, OR (B) INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, DIMINUTION IN VALUE, ECONOMIC LOSS, OR LOSS OF DATA, REVENUES OR PROFITS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY.

10.2 Limitation of Liability. THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS IN CONNECTION HERewith (INCLUDING CLAIMS RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AT LAW OR EQUITY, SHALL NOT EXCEED THE

AGGREGATE FEES PAID OR PAYABLE BY CUSTOMER TO FORGEDX (OR RESELLER) DURING THE INITIAL TERM OR A RENEWAL TERM, AS APPLICABLE, OF THE STATEMENT OF USE UNDER WHICH THE EVENT GIVING RISE TO THE CLAIM AROSE. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN THE EVENT CUSTOMER HAS MORE THAN ONE STATEMENT OF WORK, THE LIMITATION OF LIABILITY IN THIS SECTION 10.2 WILL BE IN THE AGGREGATE FOR ALL STATEMENTS OF WORK.

10.3 Exceptions. The terms of this Section 10 shall not apply to (a) Customer's payment obligations, (b) either party's indemnification obligations, (c) damages or liability of any kind arising out of Customer's breach of Section 2.2 (Restrictions), or (D) any liability that cannot be limited under law. Damages and liability of any kind arising out of either party's breach of Section 6 (Confidentiality) will be excluded from the limitations provided in Section 10.1 but subject to the limitations provided in Section 10.2.

11. NOTICES

Notices under this Agreement will be in writing and deemed provided (a) when delivered personally, (b) on the date sent by email (when receipt is confirmed), (c) three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested to the notice address contained herein, (d) upon written confirmation of delivery by recognized carrier, or (e) by ForgeDX through a notification sent to Customer's IdeaCloud account or email on record. All notices will be sent to the other party at the address provided in the Statement of Work, as may be changed from time to time in accordance with this Section 11.

12. GENERAL PROVISIONS

12.1 Non-Solicitation. Customer shall not solicit, hire or otherwise engage any ForgeDX Personnel performing Professional Services or otherwise involved in the performance of ForgeDX obligations under this Agreement during the Term and for a period of one (1) year thereafter. Notwithstanding the foregoing, Customer shall not be in breach of this Section 12.1 based on any solicitation, offer, employment or other engagement of any such ForgeDX Personnel that is based on a response by such employee or independent contractor to a general solicitation for employment or other engagement publicized in media of mass communication or through other standard practices not targeted to a particular person.

12.2 Export Control. Each party will retain responsibility for its compliance with all applicable export control laws and economic sanctions programs.

12.3 Force Majeure. Neither party shall be liable for the non-performance of its obligations under this Agreement if such non-performance is caused by an event beyond such party's reasonable control, including without limitation: acts of civil or military authority; acts of terrorism; shortage of adequate power, internet or telecommunications; civil disturbance; war; explosions; fires; labor strikes; earthquakes; floods or other acts of God ("**Force Majeure Event**"). The party claiming relief under this Section 12.3 shall give notice to the other party (describing in reasonable detail the nature of the Force Majeure Event) and shall take steps to resume performance as soon as possible. The party not claiming a Force Majeure Event may terminate this Agreement if the other party does not resume performing its obligations within thirty (30) days of the day the Force Majeure Event notice is sent.

12.4 Survival. The following Sections of this Agreement survive expiration or termination of this Agreement: (a) Sections 2.2, 2.4, 5.4, 5.5, 6, 7, 8.3, and 9 through 12; (b) any other provision that is necessary to interpret the respective rights and obligations of the parties under this Agreement; and (c) any other Section that must survive to give full effect to its provisions.

12.5 Governing Law; Venue; Dispute Resolution. This Agreement will be governed by, construed and enforced according to the laws of the State of Utah, without regard to its conflict of law principles. Any action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts of Salt Lake County, Utah, and the parties expressly consent to such courts' exclusive jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on forum non conveniens.

12.6 Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the parties agree to confer in good faith to resolve the dispute first by direct negotiation for a period of no less than thirty (30) days. All claims and disputes that arise out of or relate to this Agreement or its subject matter will be arbitrated under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), in English at Salt Lake City, Utah, before one neutral arbitrator. Any issues about the arbitrability of a dispute will be determined by the arbitrator. All documents and information relevant to the Dispute in the possession of any party shall be made available to the other party not later than one hundred and twenty (120) days after the demand for arbitration is

served, and the arbitrator may permit such depositions or other discovery deemed necessary for a fair hearing. The arbitrator shall have the power to require discovery of third parties (including testimony and documents) to the fullest extent allowed by federal law or the laws of the State of Utah. The arbitrator may award interim and final injunctive relief and other remedies, but may not award damages limited in Section 10 above whether under contract, tort, statute, or any other basis for liability unless they are required by statute as determined by the arbitrator. No class arbitration shall be allowed, but other parties may be joined as necessary to resolve a dispute. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction. In the case of contradiction between the provisions of this Section 12.6 and the Commercial Arbitration Rules of AAA, this Section shall prevail. The limitations on remedies described above may be deemed inoperative to the extent necessary to preserve the enforceability of the agreement to arbitrate. If any provision of this agreement to arbitrate is held invalid or unenforceable, it shall be so held to the minimum extent required by law and all other provisions shall remain valid and enforceable. Notwithstanding any other provision of this Section 12.6, either party may seek, without first having to go through the procedures set forth above, appropriate equitable relief in state or federal courts in Salt Lake County, Utah.

12.7 Entire Agreement. This Agreement, the ForgeDX Statements of Work, and any other attachments to and/or documents incorporated by reference into the foregoing, represents the entire agreement between the parties. The terms and conditions of this Agreement supersede any prior verbal or written communications or conflicting proposal material concerning the subject matter of this Agreement and the parties' respective rights and obligations. Any other terms and conditions supplied by or through Customer (e.g., terms contained on a purchase order) or otherwise shall be null and void and of no force or effect and are superseded by this Agreement. Except as expressly set forth in this Agreement, all rights and remedies under this Agreement are cumulative and not exclusive.

12.8 Amendment; Waiver. The parties may amend this Agreement only by a written instrument, signed by authorized representatives of both parties, that expressly identifies itself as an amendment to this Agreement. No waiver of any provision of this Agreement nor consent to any departure from the terms of this Agreement will be effective unless it is in writing and signed by the waiving party, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given.

12.9 Severability. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same intent and economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

12.10 Interpretation. Section headings are for reference only and will not be used in construing this Agreement. No provision of this Agreement, including any amendment or addendum hereto, will be construed against the party who drafted this Agreement or any portion of it.

12.11 Parties in Interest. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person or entity has any right, benefit, priority or interest under, or because of the existence of, this Agreement.

12.12 Assignment. Customer may not assign this Agreement, or any of its rights or obligations hereunder without the prior written consent of ForgeDX and any attempted assignment without ForgeDX's prior written consent will be null and void. For the avoidance of doubt, ForgeDX may assign this Agreement, or any of its rights or obligations under this Agreement. All of the terms and provisions of this Agreement will be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

12.13 Equitable Relief. The parties acknowledge and agree that damages in the event of a breach or threatened breach of Sections 2.1, 2.2, 6, 7 or 12.1 will be difficult, if not impossible, to ascertain. It is therefore agreed that each party, in addition to, and without limiting, any other remedy or right that it might have, shall have the right to an injunction against the other party, issued by a court subject to Section 12.5 above, enjoining the other party from violating any of the foregoing provisions (and the other party hereby consents to the issuance of any preliminary or permanent injunction without limitation and without bond).

12.14 Relationship. Each party is an independent contractor, and is not an employee, servant, agent, partner, or joint venturer of the other party. Neither party will have any authority to bind or represent the other party. Customer shall identify and request the Professional Services to be performed, but ForgeDX shall determine the means by which all Professional Services are to be accomplished.

12.15 Publicity. ForgeDX may use Customer's name and Customer Marks in customer listings, promotional materials, investor calls or reports, and Simulations.