OT-BASE Software License Agreement

This software license agreement (“*Agreement*”) governs the licensing, installation and use of the OT-BASE software and associated materials ("Software", "OT-BASE Materials"). As used in this Agreement, *“Langner”* refers to Langner, Inc., a Delaware corporation, with its principal place of business at 8 The Green, Suite #4494, Dover, Delaware 19901, U.S.A.; and “*Customer*” refers to the company on whose behalf you have entered into this Agreement.

By downloading and/or installing the OT-BASE Software: (a) you are indicating that you have read and understand this Agreement, and agree to be legally bound by it on behalf of the company for which you are acting (for example, as an employee); and (b) you represent and warrant that you have the authority to act on behalf of and bind such company.

Langner, its suppliers and/or licensors own all worldwide right, title and interest in and to the OT-BASE Materials, including all related Intellectual Property Rights. Except for the licenses expressly granted to Customer, Customer will not acquire or claim any right, title or interest in or to any OT-BASE Materials or related Intellectual Property Rights, whether by implication, operation of law or otherwise. Notwithstanding anything to the contrary, the Software is licensed, not sold, to Customer.

GRANT OF LICENSE

Purchased Software (Production License). Subject to Customer’s compliance with this Agreement, including Customer’s timely payment of all License Fees, Langner grants to Customer a nonexclusive, worldwide, nontransferable, nonsublicensable license during the applicable Term to install and use the Purchased Software within the Licensed Capacity solely for Customer’s Internal Business Purposes, subject to the terms set forth in this Agreement.

Evaluation Software. If the applicable Order specifies that any Software is provided under an evaluation license or a free trial license, then subject to Customer’s compliance with this Agreement, Langner grants to Customer a nonexclusive, worldwide, nontransferable, nonsublicensable license during the applicable Term to install and use the Evaluation Software within the Licensed Capacity solely for evaluating whether Customer wishes to purchase a commercial license for such Software.

Free Software. Langner may make certain OT-BASE Software products available for license without charge, and such Free Software may have limited features, functions, or other limitations of any kind. Subject to Customer’s compliance with this Agreement, Langner grants to Customer a nonexclusive, worldwide, nontransferable, nonsublicensable license during the applicable Term to install and use the Free Software within the Licensed Capacity solely for Customer’s Internal Business Purposes. Notwithstanding anything to the contrary in this Agreement, Langner does not provide maintenance and support, warranty, or indemnification with respect to Free Software.

Open Source Software. Customer acknowledges that certain OT-BASE Software products may contain Open Source Software. Open Source Software may be identified in the end user documentation or in a list of the Open Source Software provided to Customer upon Customer’s written request. Any Open Source Software that is delivered to Customer as part of Purchased Software, and which may not be taken out of the Purchased Software or used separately from the Purchased Software is covered by the warranty, support and indemnification provisions applicable to Purchased Software. Customer acknowledges that specific terms required by the respective licensor of the Open Source Software may apply to the use of Open Source Software, which terms shall be included in the documentation; however, these terms will not: (a) impose any additional restrictions on Customer's use of the Software, or (b) negate or amend Langner’s responsibilities with respect to Purchased Software.

LICENSE LIMITATIONS, RESTRICTIONS, AND OBLIGATIONS

Licensed Capacity. The Licensed Capacity and other license limitations associated with each Purchased Software are as follows:

Software Product	Licensed Capacity	Use Case Limitations
OT-BASE Asset Center	Maximum aggregate number of devices in the devices database of all of Customer's OT-BASE Asset Center installations, as identified in the applicable Order document. "Device" means a standalone digital device that is stored in the OT-BASE device inventory, including but not limited to PLCs, network switches, computers, and RTUs. Virtualized devices are counted in the same way as bare metal (physical) devices, and de-commissioned devices count as well until they are removed from the device inventory.	n/a
OT-BASE Asset Discovery	n/a	This Software must only be used to collect asset data for forwarding to a properly licensed OT-BASE Asset Center installation.

License Restrictions. Unless otherwise expressly permitted by Langner, Customer will not and Customer has no right to:

(a) copy any OT-BASE Materials (except as required to run the Software and for reasonable backup purposes);
(b) modify, adapt, or create derivative works of any OT-BASE Materials;
(c) rent, lease, loan, resell, transfer, sublicense, distribute, disclose or otherwise provide any OT-BASE Materials to any third party;
(d) decompile, disassemble or reverse-engineer any OT-BASE Materials, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any OT-BASE Materials, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary;
(e) access or use any Disabled Materials;
(f) provide to any third party the results of any benchmark tests or other evaluation of any OT-BASE Materials without Langner's prior written consent;
(g) attempt to disable or circumvent any license key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to, any OT-BASE Materials (including in order to gain access to any Disabled Materials);
(h) remove or obscure any copyright, trademark, patent, or other proprietary notices, legends or symbols from any OT-BASE Materials;
(i) exceed the Licensed Capacity or violate other license limitations identified in this Agreement;
(j) separately use any of the applicable features and functionalities of the OT-BASE Materials with external applications or code not furnished by Langner or any data not processed by the Software, except otherwise specifically permitted in the Documentation;
(k) misuse the Software or use the Software for any illegal, harmful, fraudulent, or offensive purposes;
(l) otherwise access or use any OT-BASE Materials except as expressly authorized in this Agreement; or
(m) encourage or assist any third party to do any of the foregoing. Customer acknowledges that the Software may be configured to display warnings, reduce available functionality, and/or cease functioning if unauthorized or improper use is detected, including if the Term expires or the Licensed Capacity is reached or exceeded.

Service Providers. Customer may permit its authorized consultants, contractors, and agents ("*Service Providers*") to access and use the Software solely on Customer's behalf in connection with providing services to Customer,

subject to the terms and conditions of this Agreement. Any such access or use by a Service Provider will be subject to the same limitations and restrictions that apply to Customer under this Agreement, and Customer will be jointly and severally liable for any Service Provider's actions relating to or use of the Software. For avoidance of doubt, the aggregate use by Customer and all of its Service Providers must not exceed the Licensed Capacity.

Export Restrictions. Customer will comply fully with all relevant export laws and regulations of the United States and any other country ("*Export Laws*") where Customer uses any of the OT-BASE Materials. Customer certifies that Customer is not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. Customer further certifies that Customer will not export, re-export, ship, transfer or otherwise use the OT-BASE Materials in any country subject to an embargo or other sanction by the United States, and that Customer will not use the OT-BASE Materials for any purpose prohibited by the Export Laws.

License and Subscription Fees. Customer will pay all license fees set forth in the Order (the "*License Fees*") for the Software delivered to Customer no later than thirty (30) days after the date of Langner's applicable invoice. Without limitation of Langner's other termination rights, if Customer fails to pay the Fees when due, then Langner may terminate this Agreement and all licenses granted hereunder by notice to Customer. All Fees are non-refundable once paid.

Software Verification and Audit. At Langner's request, Customer will furnish Langner with a certification signed by Customer's authorized representative verifying that the Software is being used in accordance with this Agreement and the applicable Order. Also, if Customer has purchased an offering that requires usage reporting as identified in the Order, Customer agrees to provide such reporting pursuant to the requirements set forth by Langner. Upon at least ten (10) days' prior written notice to Customer, Langner may audit Customer's (and its Service Providers') use of the Software to ensure that Customer (and such Service Providers) are in compliance with this Agreement and the applicable Order. Any such audit will be conducted during regular business hours at Customer's (and/or its Service Providers) facilities, will not unreasonably interfere with Customer's (or its Service Providers') business and will comply with Customer's (or its Service Providers') reasonable security procedures. Customer will (and will ensure that its Service Providers) provide Langner with reasonable access to all relevant records and facilities reasonably necessary to conduct the audit. If an audit reveals that Customer (and/or any Service Provider) has exceeded the Licensed Capacity or the scope of Customer's license grant during the period audited, then Langner will invoice Customer, and Customer will promptly pay Langner any underpaid Fees based on Langner's price list in effect at the time the audit is completed. If the excess usage exceeds ten percent (10%) of the Licensed Capacity, then Customer will also pay Langner's reasonable costs of conducting the audit.

LIMITED WARRANTY AND LIABILITY

Warranty. Langner warrants that for a period of thirty (30) days from the Delivery of Purchased Software, the Purchased Software will substantially perform the material functions described in OT-BASE's user documentation for such Purchased Software, when used in accordance with the user documentation. The sole liability of Langner (and its Affiliates and suppliers/licensors), and Customer's sole remedy, for any failure of the Purchased Software to conform to the foregoing warranty, is for Langner to do one of the following (at Langner's sole option and discretion): (a) modify, or provide an Enhancement for, the Purchased Software so that it conforms to the foregoing warranty, (b) replace Customer's copy of the Purchased Software with a copy that conforms to the foregoing warranty, or (c) terminate the license with respect to the non-conforming Purchased Software and refund the License Fees paid by Customer for such non-conforming Purchased Software. All warranty claims must be made by written notice from Customer to Langner on or before the expiration of the warranty period.

WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE OT-BASE MATERIALS, OPEN SOURCE SOFTWARE, THIRD PARTY CONTENT, SUPPORT SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, LANGNER AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, LANGNER DOES NOT WARRANT THAT

USE OF THE SOFTWARE OR OT-BASE MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED.

LIMITATION OF LIABILITY. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) LANGNER AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) LANGNER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO LANGNER FOR THE PURCHASED SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER LANGNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, CUSTOMER, AND NOT LANGNER, IS SOLELY RESPONSIBLE FOR THE ACCURACY, QUALITY AND SECURITY OF CUSTOMER'S DATA AND FOR MAINTAINING A BACKUP OF ALL SUCH DATA, AND FOR ENSURING THE SECURITY AND INTEGRITY OF CUSTOMER'S (AND ITS SERVICE PROVIDER'S) DATA, COMPUTERS, NETWORKS AND SYSTEMS (INCLUDING WITH RESPECT TO PROTECTING AGAINST VIRUSES AND MALWARE).

INTELLECTUAL PROPERTY INDEMNIFICATION

Langner will defend Customer against any claim, demand, suit or proceeding brought against Customer by a third party alleging that Purchased Software infringes or misappropriates such third party's Intellectual Property Rights ("Claim"), and Langner will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of such Claim, subject to the other terms and conditions of this Agreement. Notwithstanding the foregoing, Langner has no obligation to indemnify Customer with respect to: (a) use of the Purchased Software in a manner that is not permitted under the Agreement or that is inconsistent with Langner's applicable user documentation; (b) modifications to the OT-BASE Materials made by anyone other than Langner; (c) the combination of Software with hardware or software not developed by Langner, or with third-party services, processes or materials where the infringement or misappropriation would not occur but for such combination; (d) Customer's continued use of the Purchased Software or other allegedly infringing activity after receiving notice of the alleged infringement; or (e) any version of the Purchased Software that is no longer supported by Langner ((a) through (e), collectively, "*Excluded Matters*"). If an applicable Claim is made or appears likely to be made, Langner may, at its option and expense, modify the affected Purchased Software so that it is noninfringing, or replace it with substantially functionally equivalent software. If Langner determines that neither is reasonably feasible, Langner may terminate Customer's applicable license and refund Customer a pro rata refund of the Fees previously paid by Customer, which will be calculated using the remainder of the license term (beginning with the date of Langner's receipt of notice of the applicable Claim), or if the Purchased Software is licensed under a perpetual license, a refund of Fees previously paid by Customer, less straight-line depreciation on a three-year basis from the Delivery of the applicable Software.

The obligations set forth in this Section constitute Customer's sole and exclusive remedy, and Langner's entire liability, with respect to any Claims that the Purchased Software infringes any third party's Intellectual Property Rights. Customer will defend Langner against any claim brought against Langner by a third party arising out of or relating to any Excluded Matter or any Customer Extension, and Customer will pay all damages finally awarded against Langner by a court of competent jurisdiction as a result of such claim. Each party's indemnity obligations set forth in this Section are conditioned upon the party seeking indemnification (x) providing prompt written notice to the other party of the applicable claim; (y) giving the indemnifying party sole control of the defense and/or settlement of the applicable claim, except that: (i) the indemnified party may participate in the defense with counsel of its choice at its own expense, and (ii) the indemnifying party will not agree to any settlement that imposes a material obligation on the indemnified party without the indemnified party's prior written consent (not to be unreasonably withheld or delayed), and (z) providing reasonable cooperation and assistance in the defense and negotiations.

TERM AND TERMINATION

Term. This Agreement will commence upon Langner's first Delivery of the Software specified in the Order (or, Langner's other initial delivery of the Software to Customer) and will remain in effect until the expiration of the applicable Software license term as specified in the Order document, unless earlier terminated (the "*Term*"). For the avoidance of doubt, termination of a license term shall not affect the term of any other licenses applicable to other Langner products and services that Customer has purchased. Further, termination of a Content Subscription shall not affect the term of the base license applicable to the Software that Customer has purchased.

Purchased and Free Software. Unless otherwise indicated in the Order, the Term for Purchased Software and Free Software, if applicable, will continue indefinitely, unless and until terminated as specified below. If the Order indicates a Term of a specific duration for any of the foregoing, the licenses granted to Customer for such Purchased Software or Free Software will terminate automatically upon expiration of such Term.

Evaluation Software. If Customer is granted a license for Evaluation Software, then the Term for such Evaluation Software will be specified in the Order or with the license key. If no such term is specified, the Term for Evaluation Software is fourty-five (45) days from the date the Software is delivered or downloaded. If Customer wishes to use the Evaluation Software after the Term expires, then Customer must obtain the applicable paid license.

Termination. Either party may terminate this Agreement by written notice to the other party if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days of receiving written notice of the breach. Upon any expiration or termination of this Agreement, the rights and licenses granted to Customer hereunder will automatically terminate, and Customer agrees to cease immediately using the OT-BASE Materials and to return or destroy all copies of the OT-BASE Materials and other OT-BASE Confidential Information in Customer's possession or control, and certify in writing the completion of such return or destruction. Upon termination of this Agreement, Langner will have no obligation to refund any Fees or other amounts received from Customer during the Term, and notwithstanding any early termination above, Customer shall still be required to pay all Fees payable under an Order (i.e., no such early termination shall relieve Customer of its obligations to pay all Fees payable under an Order) unless otherwise provided in this Agreement.

GENERAL

Choice of Law and Disputes. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, as if performed wholly within the state and without giving effect to the conflicts of law principles of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Wilmington, Delaware, and the parties hereby consent to personal jurisdiction and venue therein (except that Langner may seek injunctive relief to prevent improper or unauthorized use or disclosure of any OT-BASE Materials in any court of competent jurisdiction).

Purchase Order. Customer's issuance of a purchase order constitutes acceptance of this Agreement notwithstanding anything to the contrary in such purchase order. If any purchase order contains any terms or conditions that are different from or additional to the terms and conditions set forth in this Agreement, then Langner expressly rejects such different or additional terms and conditions, and such different or additional terms and conditions will not become a part of the agreement between the parties notwithstanding any subsequent acknowledgement, invoice or license key that Langner may issue.

Rights and Remedies. Except as otherwise expressly set forth in this Agreement, the rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by law or at equity.

Waiver; Severability. The waiver by either party of a breach of or a default under this Agreement will not be effective unless in writing. The failure by either party to enforce any provisions of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

Entire Agreement. This Agreement along with any additional terms incorporated herein by reference, including the Order and the Exhibits hereto, constitute the complete and exclusive understanding and agreement between the parties and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties. Any terms and conditions contained or referenced by either party in a quote, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this Agreement will be disregarded and have no effect unless otherwise expressly agreed to by the parties in accordance with the preceding sentence.