This License and Services Agreement ("**Agreement**") between the ordering entity ("**Customer**") and Contractor ("**Orbis Operations, LLC**" or "**Orbis**"), each a "**Party**" and collectively the "**Parties,**" sets forth the terms and conditions pursuant to which Customer will license or access certain Orbis commercial Products and contract for certain commercial Services from Orbis and pursuant to which Orbis will provide such Products and/or Services to Customer.

ORBIS TERMS AND CONDITIONS

1.	Certain Definitions. The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in this Agreement.

1.1	"**Content**" means any data or other content that is created or provided by Customer or Authorized Users, whether directly or indirectly from a third party, for transmission, storage, integration, import, display, distribution or use in or through use of the Products, including any aggregated or transformed versions thereof and any analytical outputs.

1.2	"**Content Connection Software**" means the software, if any, provided by Orbis for installation locally by Customer in order to access or connect with the Products.

1.3	"**Documentation**" means the technical specification documentation, service level agreements and permitted use cases ("**Permitted Use Cases**") provided or made available to Customer by Orbis regarding the Software, Orbis Materials, Content Connection Software and Third Party Services.

1.4	"**Intellectual Property Rights**" means any all right, title, and interest in and to any and all patents, copyrights, service marks, trademarks, know-how, trade secrets, trade names, rights in trade dress and packaging, moral rights, rights of privacy, rights of publicity, and similar rights of any type, including any applications, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any governmental, regulatory, or judicial authority.

1.5	"**Order**" means the order through which Customer obtains a license or access right to certain Products and/or contracts for certain Services from Orbis, which order may be in the form of an order form, purchase order, statement of work, or other ordering document agreed to by the parties.

1.6	"**Orbis Core License**" shall mean a license or access right to the Products specified in the Order to be used on one server core or equivalent for the duration of the specified Order Term (as defined below) subject to the terms and conditions set forth in this Agreement.

1.7	"**Orbis Materials**" means any data, technology, and materials provided or made available to Customer by Orbis for use with the Software and Services pursuant to this Agreement, including Third Party Services, sample code, software libraries, command line tools, data integration code, templates, and configuration files.

1.8	"**Product(s)**" means the Orbis Materials, Documentation, and Software.

1.9	"**Services**" means Support and Maintenance, Professional Services, and/or Training, each as defined herein.

1.10	"**Software**" means the Orbis proprietary commercial software in a Customer-hosted or managed cloud-hosted environment, any third-party software, the Content Connection Software, application programming interfaces (APIs), and models or algorithms in any format specified in the Order (and any related purchase orders, statements of work, or amendments, in each case incorporated into this Agreement) or provided or made available to Customer in connection with this Agreement, and any improvements, modifications, derivative works, patches, Updates, and upgrades to any of the foregoing that Orbis provides in its discretion to Customer hereunder.

1.11	"**Updates**" means Product changes that Orbis at its discretion may implement in the applicable generally available Products without requiring the payment of additional fees. Updates do not include new product or service offerings that Orbis makes available for an additional charge.

2.	Provision of Products.

2.1	Grant of Limited License. If Customer hosting is specified in the Order, subject to Customer's continued and full compliance with all of the terms and conditions of this Agreement, Orbis hereby grants to Customer a non- transferable, non-assignable, non-exclusive, limited license, without any right to sublicense, during the Order Term (as defined below), to install, execute, and use the Software specified in the Order in object code format solely for Customer's internal purposes, and only (a) for use in accordance with the Documentation, (b) if specified, for the number of Orbis Core Licenses specified in the applicable Order, and (c) for the purpose(s), configuration(s), and module(s) specified in the Order and any associated statements of work. The license(s) granted in the Order shall not be fungible and shall not be reallocated or expanded by Customer to any purpose, configuration, or module not specified in the Order.

2.2 Provision of Access and Grant of Limited License. If Orbis cloud hosting is specified in the Order, subject to Customer's continued and full compliance with all of the terms and conditions of this Agreement, including without limitation Customer's payment of all fees due

under each Order, Orbis will (a) provide Customer with access to a single instance of the Software as specified in the applicable Order during the applicable Order Term solely for Customer's internal purposes, and only (i) to use, access, display, and run in accordance with the Documentation, (ii) if specified, for the number of Orbis Core Licenses specified in the applicable Order, and (iii) for the purpose(s), configuration(s), and module(s) specified in the Order and any associated statements of work; and (b) provide other Products as necessary to deliver the Software. The license(s) granted in the Order shall not be fungible and shall not be reallocated or expanded by Customer to any purpose, configuration, or module not specified in the Order.

2.3 Content Connection Software. If applicable, Orbis hereby grants to Customer a non-transferable, non-sublicensable, non-exclusive, limited license to use the Content Connection Software during the Order Term for the sole purposes of using and connecting to Products. At Orbis's request, Customer will promptly install Updates to the Content Connection Software provided by Orbis. Customer shall allow Orbis to access the Content Connection Software remotely as necessary.

2.4 Third-Party Services. Orbis may utilize and/or make available third-party services in the provision of the Orbis Materials, including data and software (each a "**Third-Party Service**"). Such Third-Party Services will be set forth in the Order or Documentation or otherwise be mutually agreed by the Parties.

2.5 Orbis Materials. Orbis hereby grants to Customer during the Order Term a non-exclusive, nontransferable, non-sublicensable, limited license, to (a) use the Orbis Materials in accordance with the Documentation and this Agreement and (b) copy, modify, and use the Orbis Materials solely to the extent necessary for Customer's use of the Software.

2.6 Usage Data. Orbis may collect analytics, statistics, metrics, or other data related to Customer's use of the Products (a) in order to provide the Products and Services to and for the benefit of Customer, including for security purposes; and (b) provided that it makes such data not personally identifiable, for statistical use as well as to analyze, maintain, and improve the Products and Services.

3. Customer Use of Products.

3.1 Authorized User Accounts. Orbis will provide

Customer with the capability to provision and establish accounts to access the Products ("**Accounts**") for Customer's employees or independent contractors with a need to access the Products on behalf of Customer for its internal purposes ("**Authorized Users**"), on the condition that Customer has confidentiality

obligations in place for each Authorized User at least as restrictive as those stated herein and, upon request by Orbis, provides Orbis with company names of any independent contractors who have access to the Products.

3.2 Account Protection. Customer shall be solely responsible for (a) administering and protecting Accounts;
(b) providing access to the Products only to Authorized Users; (c) requiring such Authorized Users to keep Account login information, including user names and passwords, strictly confidential, and not to provide such Account login information to any unauthorized parties;
(d) using industry standard security measures to protect Accounts (including, without limitation, using multi-factor authentication to access the Software); and
(e) any use of the Products that occurs on Customer's Accounts. Customer shall inform each Authorized User of its obligations under, and ensure that each Authorized User at all times abides by, the terms of this Agreement. Customer shall be responsible and liable for any breach of this Agreement by an Authorized User. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, or upon Orbis's reasonable request, Customer shall immediately de-activate such Account or change the Account's login information. Customer shall immediately notify Orbis in the event that Customer or an Authorized User becomes aware of any violation of the terms of this Agreement.

3.3 Customer Content Use. Customer shall provide Orbis with all information, assistance, and materials, including access to Content, as reasonably required for Orbis to activate and operate the Products for Customer pursuant to this Agreement. Customer grants to Orbis a non-exclusive worldwide license to use, copy, store, process, transmit, retrieve, and display such information and materials in connection with the provision of the Products for Customer.

4. Proprietary Rights.

4.1 Customer Ownership. As between the Parties, Customer retains all rights, title, and interest, including all Intellectual Property Rights, in and to the Content.

4.2 Orbis Ownership. As between the Parties, Orbis retains all rights, title, and interest, including all Intellectual Property Rights, in and to the Products, Updates, Orbis Materials, and in everything else

delivered by it hereunder (including without limitation all Intellectual Property Rights embodied in any of the foregoing). No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Orbis does not grant any other licenses or access, whether express or implied, to any Orbis software, services, technology, or Intellectual Property Rights. Customer will maintain and not remove, obscure, or alter any copyright notice, trademarks, logos, and trade names and any other notices or product identifications that appear on or in any Products or

Updates and any associated media.

4.3   Restrictions. Customer will not (and will not allow any third party to): (a) gain or attempt to gain unauthorized access to the Products or infrastructure, or any element thereof, or circumvent or otherwise interfere with any authentication or security measures of the Products; (b) interfere with or disrupt the integrity or performance of the Products; (c) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs through the Products; (d) decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of any Products (except to the extent that applicable law expressly prohibits such a reverse engineering restriction); (e) provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Products for the benefit of any third party; (f) list or otherwise display, or copy, any code of any Products, except for Orbis Materials to the extent necessary for Customer's use of the Software; (g) copy any Products (or component thereof) or develop any improvement, modification, or derivative work thereof, except for Orbis Materials to the extent necessary for Customer's use of the Software; (h) include any portion of any Products in any other service, equipment, or item; (i) allow the transfer, transmission (including without limitation making available on-line, electronically transmitting, or otherwise communicating, to the public), export, or re-export of any Products (or any portion thereof) or any Orbis technical data; (j) perform benchmark tests on the Software; or (k) use, evaluate, or view the Products for the purpose of designing, modifying or otherwise creating any environment, software, models, algorithms, products, program, or infrastructure, or any portion thereof, which performs functions similar to the functions performed by the Products *provided, however*, that subject to the other terms and conditions of this Agreement, Customer shall be permitted to develop software that interfaces with the APIs Orbis makes available for Customer's use under this Agreement, *provided further* that Customer shall not attempt to, or encourage any third party to, sell, rent, lease, license, sublicense, distribute, transfer, or syndicate such software, without prior written approval from Orbis. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Products, including the Third-Party Materials, may be provided or made available with notices and open source or similar licenses from such communities and third parties that govern the use of those portions, and Customer hereby agrees to be bound by and fully comply with all such licenses, and any licenses or access granted hereunder shall not alter any duties or obligations Customer may have under such open source or other licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such Products.

5.   Confidentiality. Customer shall keep strictly confidential

all Confidential Information (as defined below) of Orbis, and shall not use or process such Confidential Information except to exercise its rights and perform its obligations herein, and shall not disclose or permit the unauthorized transfer of such Confidential Information to any third party other than disclosure on a need-to-know basis to its own employees, agents, advisors, attorneys, and/or bankers who are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, Customer shall use at least the same degree of care as it uses to prevent the disclosure or unauthorized transfer of its own confidential information of like importance, but in no event less than reasonable care. Customer shall promptly notify Orbis of any actual or suspected misuse or unauthorized disclosure of Orbis's Confidential Information. "**Confidential Information**" means (a) Products (including any information or data relating thereto); (b) Content; and (c) any other business, technical, or engineering information or data (including third-party information) disclosed or made available by or on behalf of Orbis which, by the nature of the information disclosed or the manner of its disclosure, would be understood by a reasonable person to be confidential and/or proprietary, in each case in any form (including without limitation written, electronic, or oral) and whether furnished before, during, or after the Order Term; *provided, however*, that Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Customer in breach of this Agreement; (b) is known to Customer at the time of disclosure (as evidenced by written records) without an obligation to keep it confidential; (c) becomes rightfully disclosed to Customer from another source without any breach of confidentiality by the third-party discloser and without restriction on disclosure or use; or (d) Customer can document by written evidence that such information was independently developed without the use of or any reference or access to Confidential Information, by persons who did not have access to the relevant Confidential Information. Customer is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by its employees, independent contractors, agents, or other persons to whom Confidential Information was disclosed. Customer's obligations with respect to Orbis's Confidential Information shall survive termination of this Agreement for a period of five (5)

years; *provided*, that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

6. Fees and Payment. Products are deemed delivered upon being made available to Customer for download, installation, or access. Customer shall pay to Orbis the total amount of fees set forth in the Order. All fees will be payable as set forth in the Order. All payments shall be made via check or wire transfer to an account designated by Orbis in the currency set forth on the invoice. All fees set forth in the invoice are due within thirty (30) days after the date of issuance of Orbis's invoice.

7. Services. Subject to the payment of all applicable fees set forth in the Order as they become due, Orbis may provide Customer with Services. The performance of any Services by Orbis shall not affect the ownership of the Products, Updates, and other related documentation or materials provided by Orbis under this Agreement.

7.1 Support and Maintenance. Exclusively in connection with Customer's access to the Products under an Order, Orbis shall provide Customer with support and Updates in accordance with and subject to Orbis's standard support and maintenance terms and conditions ("**Support and Maintenance**") for the applicable period of time specified in the Order ("**Support and Maintenance Period**"). If Customer elects to renew Support and Maintenance, Customer must renew Support and Maintenance in full. If Customer fails to pay by the end of the then-current Support and Maintenance Period, Customer shall be deemed to have cancelled Support and Maintenance and Orbis shall no longer provide Customer with Support and Maintenance. Customer may reinstate Support and Maintenance after a period in which it was cancelled, provided (a) Orbis then offers Support and Maintenance, and (b) in order to receive Updates which Customer had not received due to cancellation, Customer pays Orbis the current Support and Maintenance fee and any Support and Maintenance fees that would have been payable during the period during which Support and Maintenance was cancelled.

7.2 Access to Customer Facilities and Systems. Customer will provide any necessary accounts (e.g., creating new user accounts, maintaining existing accounts, provisioning user permissions and access) as applicable for Orbis to provide Support and Maintenance. Customer will also provide Orbis with all necessary onsite and/or remote access, including if applicable via secure VPN, to Customer's network, systems, and infrastructure ("**Customer Systems**") and to Customer's facilities (such as by providing badges and access credentials where applicable), without specific restrictions on geographic location beyond existing Orbis policies restricting access from sanctioned or high-risk

countries. Customer shall provide all necessary assistance and co-operation in a timely fashion as required for Orbis to gain access to Customer's cloud environment or Content and to provide Support and Maintenance (e.g., whitelisting IP addresses, configuring suitable firewalls, enabling the required support functionality in Customer's cloud environment). Customer compliance training requirements shall be satisfied by Orbis's standard compliance and data privacy training modules.

7.3 Professional Services. Subject to payment of the applicable fees set forth in the Order, Orbis will provide Customer with consulting, integration, development, implementation, enablement, or other professional services (collectively, "**Professional Services**") related to the Products as specified in the Order.

7.4 Training. Subject to payment of the applicable fees set forth in the Order, Orbis agrees to provide training services for the number of Customer personnel specified in the Order ("**Training**"), if any.

8. Government Matters. The Products, Support Services, Professional Services, and Training are "commercial items" as defined at 48 C.F.R. 2.101, consisting of commercial computer software, commercial computer software documentation, and commercial services. If Customer or end user is a U.S. governmental entity, then Customer acknowledges and agrees that: (a) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products or any related documentation or materials of any kind, including, without limitation, technical data and manuals, will be subject to the terms and conditions of this Agreement, in accordance with Federal Acquisition Regulation 12.212 or Defense Federal Acquisition Regulation Supplement 227.7202-1 for military purposes; (b) the Products were developed exclusively at private expense; and (c) all other use of the Products except in accordance with the license or access grant provided above is strictly prohibited. Notwithstanding anything to the contrary, these terms and conditions describing the Government's use and rights are in lieu of, and supersede, any conflicting provisions that address Government rights in the Products, related documentation, and technical data that may be incorporated in any contract or subcontract under which the Products are accessed or licensed.

9. Term and Termination. This Agreement shall begin on the date and remain in effect for the period of time specified in the Order ("**Order Term**"), unless otherwise terminated as provided herein.

9.1 Perpetual License. If a perpetual license is specified in the Order, this Agreement will remain in effect in perpetuity unless otherwise terminated as provided herein.

9.2   Term License. If a term license is specified in the Order, the Order Term shall be the number of months or years set forth in the Order.

9.3   Effect of Termination; Survival. Unless otherwise specified in an Order, upon any termination or expiration of this Agreement, all of Customer's rights, access, and licenses granted hereunder to the Products and Services shall immediately cease and Customer shall promptly return to Orbis or destroy all Content Connection Software, Orbis Materials, and Documentation, including all portions thereof and all other Confidential Information, and so certify its compliance with the foregoing to Orbis in writing within ten (10) days of termination or expiration. Upon any termination or expiration of this Agreement and Customer's written request, Orbis will provide Customer access to the Content in a format and media reasonably accessible to Customer for thirty (30) days and will thereafter use reasonable methods to delete or otherwise make all such Content inaccessible. No termination or expiration of this Agreement shall limit or affect either Party's rights or obligations that accrued prior to the effective date of termination or expiration (including without limitation payment obligations). Sections 4, 5 (but only for the period of time specified therein), 6, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will remain available.

10.   Indemnification. Orbis has a right to (a) intervene to defend Customer against any claim of infringement or violation of any patent, copyright, or trademark asserted against Customer by a third party based upon Customer's use of the Products in accordance with the terms of this Agreement and (b) indemnify and hold harmless Customer from and against damages, costs, and reasonable attorneys' fees, if any, finally awarded pursuant to a non-appealable order by a court of competent jurisdiction in such claim or settlement entered into by Orbis. If Customer's use of any of the Products is, or in Orbis's opinion is likely to be, enjoined by a court of competent jurisdiction due to the type of infringement specified above, or if required by settlement approved by Orbis in writing, Orbis may, in its sole discretion: (1) substitute for the Products substantially functionally similar products; (2) procure for Customer the right to continue using the Products; or (3) if Orbis reasonably determines that options (1) and (2) are commercially impracticable, submit a claim to the Ordering Activity Contracting Officer under the Contract Disputes Act to terminate this Agreement and, in the case of perpetual licenses, refund to Customer the license fee paid hereunder by Customer as reduced to reflect a four-year, straight-line amortization from the date on which such Products were first delivered by Orbis or, in the case of term licenses, refund to Customer a pro-rated portion of the fees paid hereunder for the terminated Products that reflects the remaining portion of the Order Term at the effective date of termination.

The foregoing obligations of Orbis shall not apply: (A) if the Products are modified by any party other than Orbis, but only to the extent the alleged

infringement would not have occurred but for such modification; (B) if the Products are modified by Orbis at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification; (C) if the Products are combined with other non-Orbis products or processes not authorized by Orbis, but only to the extent the alleged infringement would not have occurred but for such combination; (D) to any unauthorized use of the Products, any use that is not consistent with the Documentation, or use during any period of suspension; (E) to any superseded release of the Products or Content Connection Software if the infringement would have been avoided by the use of a current release of the Products or Content Connection Software that Orbis has provided or made available to Customer prior to the date of the alleged infringement; (F) to any Content; or (G) to any third-party products, software, or services contained within or used to deliver the Products (including any open source software).

10.1   Indemnification Procedure. The obligations of Orbis under this Section shall be conditioned upon Customer providing Orbis with: (a) prompt written notice (in no event to exceed five (5) business days) of any claim, suit, or demand of which it becomes aware; (b) the right to assume the exclusive defense and control of any matter that is subject to indemnification (provided that Orbis will not settle any claim unless it unconditionally releases Customer of all liability and does not admit fault or wrongdoing by Customer); and (c) cooperation with any reasonable requests assisting Orbis's defense and settlement of such matter (at Orbis's expense).

10.2   Exclusive Remedy. THIS SECTION SETS FORTH ORBIS'S SOLE LIABILITY AND OBLIGATION, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO, ANY CLAIM OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT.

11.   Orbis Warranty and Disclaimer.

Orbis Representations and Warranties. Orbis represents that it has validly entered into this Agreement and has the legal power to do so.

11.1   Disclaimer. NO AMOUNTS PAID HEREUNDER ARE REFUNDABLE OR OFFSETTABLE EXCEPT AS OTHERWISE EXPLICITLY SET FORTH HEREIN. THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, AND ORBIS AND ITS SUPPLIERS AND SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND ANY SERVICES PROVIDED

HEREUNDER OR SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, ORBIS DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL MEET CUSTOMER REQUIREMENTS OR GUARANTEE ANY RESULTS, OUTCOMES, OR CONCLUSIONS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. ORBIS IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY SERVICE (INCLUDING, WITHOUT LIMITATION, UPTIME GUARANTEES, OUTAGES, OR FAILURES). CUSTOMER ACKNOWLEDGES THAT ORBIS DOES NOT CONTROL THE TRANSFER OF DATA, INFORMATION, OR CONTENT OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR THIRD-PARTY SERVICES, AND THAT THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORBIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

12.   Customer Representations and Warranties.

12.1   General. Customer represents that it has validly entered into this Agreement and has the legal power to do so.

12.2   Use of Products. Customer warrants and covenants that it will not use the Products (i) for any unauthorized, improper or illegal purposes, including but not limited to (a) discrimination, (b) harassment, (c) compromising information and data security or confidentiality, (d) harmful or fraudulent activities, (e) violation of privacy or constitutional rights of individuals or organizations, (f) violation of third-party contractual agreements or local, state, or Federal laws, regulations, or ordinances, and (ii) in any manner other than as permitted by the Permitted Use Cases.

12.3   Customer Content. Customer warrants and covenants that (a) it will not transmit, store, integrate, import, display, distribute, use or otherwise make available any Content that is, or is obtained in a manner that is, unauthorized, improper or illegal; (b) no Content infringes upon or violates any other party's Intellectual Property Rights, privacy, publicity or other proprietary rights; (c) this Agreement imposes no obligations, by contract or local, state, Federal, or international law, regulation or ordinance, with respect to Content, unless explicitly mutually agreed upon in writing; and (d) Customer has provided all necessary notifications and obtained all necessary consents, authorizations, approvals and/or agreements as required by any applicable laws or policies in order to enable Orbis to receive and process Content, including personal data,

according to the scope, purpose, and instructions specified by Customer. Customer acknowledges that all Content that Customer transmits, stores, integrates, imports, displays, distributes, uses, or otherwise makes available through use of the Products, and the conclusions drawn therefrom, are done at Customer's own risk and Customer will be solely liable and responsible for any damage or losses to any party resulting therefrom. Orbis has the right to immediately suspend the Products (1) in order to prevent harm to Orbis or its business and to limit any potential liability; (2) if Customer is in breach of this Agreement; or (3) if required to do so pursuant to applicable law or regulation or requests or orders of governmental, regulatory, or judicial authorities.

13.   Limitations of Liability.

13.1   Liability Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER AGREES THAT ORBIS SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY REGARDLESS OF THE LEGAL THEORY USED TO MAKE A CLAIM, AND WHETHER OR NOT BASED UPON ORBIS'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION, FOR ANY: (A) LOSS, ALTERATION, CORRUPTION OF, OR UNAUTHORIZED ACCESS TO CONTENT; (B) COST OF PROCUREMENT OF ANY SUBSTITUTE PRODUCTS

OR SERVICES, OR COST OF REPLACEMENT, OR RESTORATION OF ANY LOST OR ALTERED CONTENT; (C) DELAYS OR UNAVAILABILITY OF ANY PRODUCTS OR SERVICES, ECONOMIC LOSSES, EXPECTED OR LOST PROFITS, REVENUE, OR ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF CONTRACTS, OR LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION; AND/OR (D) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, OR FOR ANY MATTER BEYOND ORBIS'S REASONABLE CONTROL, EVEN IF ORBIS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

13.2   Cap. EXCEPT FOR ORBIS'S OBLIGATION SET FORTH IN SECTION 10 OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF ORBIS ON ALL CLAIMS OF ANY KIND UNDER THE AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY, PRODUCT LIABILITY, OR NEGLIGENCE),

OR ANY OTHER LEGAL OR EQUITABLE THEORY OR RESULTING FROM THIS AGREEMENT OR ANY PRODUCTS OR SERVICES, SHALL NOT EXCEED THE FEES PAID OR PAYABLE TO ORBIS BY CUSTOMER UNDER THE APPLICABLE ORDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM FOR THE PRODUCTS OR SERVICES THAT GAVE RISE TO SUCH CLAIM AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

14.   Publicity. Customer is permitted to state publicly that it is a customer of Orbis. Orbis may publish a brief description of Customer's deployment of the Products and may use Customer's name as a Orbis customer on any of Orbis's websites, client lists, press releases, and/or other marketing or promotional materials. Any public use hereunder by either Party (a) shall be consistent with any trademark or branding guidelines provided by the other Party and (b) shall in no event disparage or demean the other Party.

15.   Trade Controls. Customer's rights under this Agreement are subject to its compliance with all applicable export control laws and regulations. Unless otherwise specified by Orbis, the Software and any Services provided hereunder are subject to U.S. trade controls and sanctions laws and regulations, including but not limited to the U.S. Export Administration Regulations ("**EAR**") and the sanctions laws and regulations administered by the U.S. Office of Foreign Assets Control ("**OFAC**") ("**U.S. Trade Control Laws**") and may only be further exported or transferred in accordance with applicable requirements. It is Customer's responsibility to: (a) provide Orbis with the necessary information for Orbis to comply with applicable requirements; (b) ensure that all end-uses and end-users relating to Customer's reexports and retransfers of the Software and any Services comply with applicable controls; and (c) refrain from taking any action that causes Orbis to violate applicable U.S. Trade Control Laws. Additionally, Customer shall ensure that its employees, agents, and contractors are appropriately authorized to receive any deemed exports or reexports of Orbis's technology or software, in any form, as mandated by the U.S. Government. Orbis will, upon written request, provide export classification information for the Software and any Services. Orbis reserves the right to suspend or terminate performance of this agreement to the extent it reasonably concludes that performance would cause it to violate U.S. or other applicable trade laws.

16.   Miscellaneous. Neither this Agreement nor the access or licenses granted hereunder may be assigned, transferred, subcontracted, or sublicensed by Customer; any attempt to do so shall be void. Orbis may assign this Agreement in whole or in part to a Orbis affiliate or pursuant to a Change of Control of Orbis. As used herein, "**Change of Control**" means the: (a) consolidation or merger of Orbis with or into any person

or entity, including by operation of law; (b) sale, transfer or other disposition of all or substantially all of the assets of Orbis's business related to the subject matter of this Agreement; or (c) acquisition by any person or entity, or group of persons or entities acting in concert, of beneficial ownership of fifty point one percent (50.1%) or more of the outstanding voting securities or interests of Orbis. Orbis may subcontract this Agreement or portions thereof. Any notice, report, approval, or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, a U.S. government email system with Read Receipt (any email notice to Orbis must be sent to legalnotices@Orbis.com), or major commercial rapid delivery courier service to the address specified in the applicable Order. If any provision of this Agreement shall be adjudged by any court or board of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. Any and all modifications, waivers or amendments must be made by mutual agreement and shall be effective only if made in writing and signed by each Party. No waiver of any breach shall be deemed a waiver of any subsequent breach. The section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement. Except for the obligation to pay money, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control including without limitation acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, viral pandemic or quarantine (excluding preexisting or reasonably foreseeable events as of the date of the Order), governmental act, failure of the Internet, telecommunications or hosting service provider, computer attacks, or malicious acts; provided that the delayed Party: (1) gives the other Party prompt notice of such cause; and (2) uses its commercially reasonable efforts promptly to correct such failure or delay in performance. This Agreement, including any exhibits hereto and any Orders, is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The Parties expressly acknowledge that they have freely negotiated all clauses of this Agreement, in written exchanges, telephone conversations, and meetings, and that pursuant to these negotiations they have agreed to adopt this Agreement and hereby acknowledge the negotiated nature of this Agreement. In the event of a conflict between this Agreement and any exhibits hereto or Orders, the terms and conditions of such exhibit or Order will prevail. This Agreement is governed by United States Federal law. The contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Orbis shall state separately on its invoices taxes excluded from the fees, and the Customer agrees

to pay the amount of the taxes.