

APPVANCE SOFTWARE & SERVICES AGREEMENT

This Agreement (this “**Agreement**”) is entered into on the date it is fully executed by the parties hereto (“**Effective Date**”) by and between Appvance Inc., a Delaware corporation (“**Appvance**”) and The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency of [REDACTED] (“**Customer**”), and describes the terms and conditions pursuant to which Appvance will license to Customer certain Licensed Software (as defined below). As used herein, each of Appvance and Customer may be referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Appvance is in the business of providing testing software products that it makes available to its customers in connection with other services; and

WHEREAS, Customer desires to use certain Appvance software products and services;

NOW, THEREFORE, for the mutual promises and consideration set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS**

1.1. “Documentation” means any user instructions, manuals, on-line help files, or other materials regarding the use of the Licensed Software that are generally provided by Appvance in connection with the Licensed Software. Any changes or updates to the Documentation shall not decrease Customer’s rights or Appvance’s obligations with respect thereto.

1.2. “End Users” mean all of Customer’s end users of the Licensed Software.

1.3. “Field of Use” means the field of use set forth in Exhibit A.

1.4. “Licensed Software” means the computer software programs, in object code form, specified in Exhibit A, including any Software Updates provided by Appvance to Customer.

1.5. “Software Update” means a release or version of the Licensed Software containing bug fixes, patches, new features or functional enhancements to the Licensed Software that is generally made available to Appvance’s customers that have contracted for Maintenance and Support Services. Any changes or updates to the Licensed Software shall not decrease the features, functionality, or performance of the Licensed Software.

2. **LICENSE GRANT AND RESTRICTIONS**

2.1. License Grant. Subject to the terms and conditions of this Agreement, including the payment of all undisputed amounts in accordance with Section 5, Appvance hereby grants to Customer a worldwide, non-exclusive, non-sublicensable, non-assignable (except in connection with a permitted assignment of this Agreement) license to do the following for the details and timeframe specified on Exhibit A: (i) use the Licensed Software solely for Customer’s own internal business purposes in the Field of Use; and (ii) use the Documentation as Customer deems necessary to use or operate the Licensed Software (the “**License**”)

2.2. Additional Restrictions. Customer shall not itself, or through any parent, subsidiary, affiliate, agent or third party:

(a) assign, sell, lease, distribute, license, sublicense or otherwise transfer or attempt to transfer rights to the Licensed Software or Documentation (except in connection with a permitted assignment of this Agreement);

(b) reverse engineer, decompile, disassemble or otherwise attempt to derive source code or algorithms from the Licensed Software;

(c) modify, translate or create derivative works, adaptations or compilations of, or based on, any part of the Licensed Software or Documentation;

(d) remove or otherwise interfere with any part of the Licensed Software designed to monitor Customer's compliance with this Agreement;

(e) use the Licensed Software or Documentation on behalf of, or to perform any services for, any third party or include the Licensed Software or Documentation in any services or products provided by Customer to any third party

(f) provide, disclose, divulge or make available to, or permit use of the Licensed Software by any third party without Appvance's prior written consent;

(g) make the Licensed Software available to third parties on a service bureau, rent, lease or application service provider basis;

(h) copy the Licensed Software or Documentation, in whole or in part, except as specifically authorized by this Agreement; or

(i) remove any proprietary notices or labels on or in any of the Licensed Software or Documentation.

2.3. Delivery. Appvance shall issue to Customer, no later than three (3) days after the Effective Date, one (1) copy of the Licensed Software, along with one (1) copy of the Documentation. Customer acknowledges that no source code for the Licensed Software will be provided to Customer.

2.4. Feedback. Customer may provide feedback to Appvance concerning the functionality of, and enhancements and changes to, the Licensed Software from time to time, including without limitation identifying errors and potential improvements ("**Feedback**"). Appvance may not use or disclose any Feedback that contains or constitutes Customer Confidential Information, except in connection with providing Professional Services and Maintenance and Support Services to Customer. Appvance will not identify Customer as the source of any Feedback without Customer's prior written consent in compliance with Section 10.6.

2.5. Reservation of Rights. Except for the limited rights granted in Section 2.1, Appvance retains all right, title and interest in and to the Licensed Software and Documentation, and all intellectual property rights therein and thereto. Nothing in this Agreement shall constitute a transfer of any ownership rights by Appvance to Customer in the Licensed Software, Documentation or otherwise. All rights in the Licensed Software and Documentation not expressly granted hereunder are reserved by Appvance and its licensors.

3. PROFESSIONAL SERVICES

3.1. Professional Services. Appvance shall provide Customer with the installation, consulting, training or other professional services as specified in Exhibit B (“**Professional Services**”). Customer will own as “work made for hire” (and to the extent such work product is determined to not be work made for hire, Appvance hereby assigns to Customer) all right, title and interest in and to any work product developed in the course of the Professional Services. Nothing in this Agreement shall be understood to prevent Appvance from developing similar work product for its other customers provided that Appvance does not use or disclose any Customer Confidential Information or Customer intellectual property to do so. Customer shall provide Appvance with the test environment, materials, personnel and access to Customer premises, systems and equipment as reasonably requested by Appvance to enable Appvance’s provision of the Professional Services, provided that Customer may limit or deny access to the extent it reasonably believes necessary to protect the confidentiality or security of its systems or data. If either Party proposes in writing a change to any of the Professional Services, the Parties shall negotiate such changes in good faith, and Customer acknowledges that any such change may result in a reasonable and proportional increase in the fees paid for such Professional Services. No change shall be effective unless mutually approved by the Parties in a written amendment to Exhibit B. Each Party agrees to appoint a principal point of contact to whom all communications between the Parties with respect to any applicable Professional Services shall be directed.

4. MAINTENANCE AND SUPPORT

4.1. Maintenance and Support Services. For so long as Customer is current in the payment of all undisputed License Fees, Appvance shall provide Customer with the maintenance and support services as specified in Exhibit C (“**Maintenance and Support Services**”).

4.2. Term and Termination. Subject to Section 4.1, Appvance’s Maintenance and Support Services will commence on the Effective Date and will continue through the term of the License and for any Transition Period.

5. FEES AND PAYMENT

5.1. License Fee. In consideration for the license and access granted pursuant to Section 2.1, Customer shall pay Appvance the license fee specified in Exhibit A (“**License Fee**”). The undisputed License Fee is due and payable within thirty (30) days of Customer’s receipt of invoice therefor from Appvance.

5.2. Professional Services Fee. In consideration for any Professional Services requested and provided pursuant to Section 3, Customer shall pay Appvance the undisputed professional services fee specified in Exhibit B (“**Professional Services Fee**”). The undisputed Professional Services Fee is due and payable in full no later than thirty (30) days after the date of receipt of Appvance’s invoice.

5.3. Maintenance Fee. The “**Maintenance Fee**” for Maintenance and Support Services is included in the License Fee.

5.4. Payment Terms. All payments must be made in U.S. dollars. Late payments hereunder will accrue interest at a rate of one and one half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer’s account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Appvance reserves the right to suspend the license granted hereunder and any Professional Services or Support and Maintenance

Services provided to Customer, without liability to the Customer, until such amounts are paid in full.

5.5. Pricing Policy: The initial price for the Licensed Software and Services provided under this agreement are set forth in Schedule A. The price specified in this agreement will be increased once per year, on the anniversary of the effective date of this agreement, by no more than five percent (5%) of the price charged in the preceding year. Should Appvance need to increase the price over five percent (5%) Appvance shall provide the Customer with written notice of the price adjustment at least thirty (30) days before the effective date of the increase.

5.6. Acknowledgement: The Parties acknowledge and agree that this price adjustment is intended to account for inflation and cost increases that may occur.

Taxes. All charges and fees provided for in this Agreement are exclusive of any UK taxes.

6. WARRANTIES AND LIMITATION OF LIABILITY

6.1. Limited Warranty. Appvance warrants to Customer that the Licensed Software will perform substantially in accordance with the Documentation for the period of the License.

6.2. Sole Remedy and Warranty Limitation. Appvance's sole and exclusive liability and Customer's sole and exclusive remedy for failure of the Licensed Software to conform to the warranty in Section 6.1 shall be for Appvance to use commercially reasonable efforts to provide a bug-fix, patch or workaround for the nonconforming Licensed Software. The warranty set forth in Section 6.1 is made to and for the benefit of Customer only. The warranty set forth in Section 6.1 will apply only if: (i) Appvance is notified in writing upon discovery of a defect by Customer and Appvance's examination of the Licensed Software discloses that such defect exists; (ii) the Licensed Software, including all Software Updates and workarounds, has been installed and used at all times in accordance with instructions provided by Appvance; and (iii) no modification, alteration or addition has been made to the Licensed Software by persons other than Appvance or Appvance's authorized representative.

6.3. Disclaimer. EXCEPT AS SET FORTH IN THIS SECTION 6, THE LICENSED SOFTWARE, DOCUMENTATION, PROFESSIONAL SERVICES AND MAINTENANCE AND SUPPORT SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AND APPVANCE MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE LICENSED SOFTWARE, DOCUMENTATION OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. APPVANCE HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LICENSED SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING. APPVANCE DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR DOCUMENTATION WILL BE ERROR-FREE OR THAT THE LICENSED SOFTWARE WILL WORK WITHOUT INTERRUPTIONS.

6.4. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE LICENSED SOFTWARE,

DOCUMENTATION, PROFESSIONAL SERVICES OR MAINTENANCE AND SUPPORT PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT, TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER CLAIM OR CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO PARTY'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE AMOUNTS PAID BY CUSTOMER TO Appvance UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS WHICH GAVE RISE TO THE DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INDEMNITY OBLIGATIONS, BREACH OF CONFIDENTIALITY OBLIGATIONS, OR SECURITY BREACH (AS DEFINED BELOW).

6.5. Basis of Bargain; Failure of Essential Purpose. Customer acknowledges that Appvance has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the Parties. The Parties agree that the limitations of liability and disclaimers set forth in this Agreement will survive and apply even if found to have failed of their essential purpose.

7. INDEMNIFICATION

7.1. Indemnification by Appvance. Appvance shall defend, indemnify, and hold harmless Customer and Customer's officers, directors, managers, partners, employees, agents, successors, and assigns (collectively, "**Indemnified Parties**") from and against any and all damages, costs, expenses, liabilities, claims and causes of action, including, without limitation, reasonable attorneys' fees, expenses and costs in the defense and disposition of such matters and in relation to enforcing this indemnification provision, (collectively, "**Damages**") arising out of or relating to: (a) any claim for any compensation by any third party related in any way to employment by or contract with Appvance or its contractors or subcontractors; (b) Appvance's misuse or violation of license terms and/or terms and conditions of use of any third-party provider of hardware or software; (c) gross negligence or willful misconduct on the part of Appvance; and/or (d) allegations that the Licensed Software as delivered to Customer and used as authorized in this Agreement infringes any copyright, trade secret or trademark of any third party; provided that Customer provides Appvance with (i) prompt written notice of such claim; (ii) sole control over the defense and settlement of such claim, provided that the Indemnified Parties shall have the right to participate in the defense of any Damages and to engage counsel, at their own expense, separate from the counsel engaged by Appvance; and (iii) its reasonable cooperation, at Appvance's reasonable expense, in connection with the defense or settlement of such claim. In the event any such claim under 7.1(d) is brought or threatened, Appvance may, at its sole option and expense: (I) procure for Customer the right to continue use of the Licensed Software or infringing part thereof; (II) modify or amend the Licensed Software or infringing part thereof to make it non-infringing; (III) replace the Licensed Software or infringing part thereof with non-infringing software that does not decrease the features, functionality, or performance thereof; or (IV) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Customer a portion, if any, of the License Fee equal to the amount paid by Customer under this Agreement less any amount thereof for each month or portion thereof since the Effective Date, plus any amounts prepaid for Licensed Software or services not received or delivered.

7.2. Limitations. Notwithstanding the provisions of Section 7.1, Appvance will have no liability to Customer for any claim of infringement to the extent such claim arises out of or is based upon (i) use of the Licensed Software in combination with software, products or services not provided, authorized, or instructed by Appvance; (ii) any modification of the Licensed Software, in whole or in part, not made or authorized in writing by Appvance; (iii) Customer's failure to use the Licensed Software in accordance with this Agreement, or Documentation or instructions provided by Appvance, or otherwise using the Licensed Software for purposes for which it was not designed or intended; or (iv) use of any specified release of the Licensed Software after Appvance notifies Customer that continued use of such release may subject Customer to a claim of infringement, if Appvance provides Customer with a replacement release that does not decrease the features, functionality, or performance thereof.

7.3. Settlement of Indemnified Claims. Notwithstanding anything herein to the contrary, Appvance shall not consent to, and no Indemnified Party shall be required to agree to, any settlement, compromise or judgment that (i) Appvance does not fully pay for; (ii) provides for injunctive or other non-monetary relief affecting any Indemnified Party (except for a limitation on continued use of materials or items subject to third-party intellectual property rights covered by 7.1(d)) or includes any statement or implication of any wrongful or improper act or omission by any Indemnified Party; and (iii) does not include as an unconditional term a release from all liability of each Indemnified Party with respect to such Damages by each third party that has claimed, or has a right to make a claim for, or with respect to any Damages.

7.4. Disclaimer. THE FOREGOING PROVISIONS OF THIS SECTION 7 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF Appvance, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY'S PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRET BY THE LICENSED SOFTWARE OR ANY PART THEREOF.

8. CONFIDENTIAL INFORMATION

8.1. Definition. "Confidential Information" means (i) any information disclosed (directly or indirectly) by one Party ("Disclosing Party") to the other Party ("Receiving Party") pursuant to this Agreement this is marked as "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; and (ii) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Without limiting the foregoing, the Licensed Software and Documentation is the Confidential Information of Appvance, and Customer's software, materials, systems, the results of Customer's use of the Licensed Software, and other items of Customer to which Appvance will have access pursuant to this Agreement, as well as all derivations thereof, will be Confidential Information of Customer.

8.2. Exceptions. Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the

Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.

8.3. Non-Use and Non-Disclosure. Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each Party agrees not to disclose or permit to be disclosed, either directly or indirectly, any Confidential Information of the other Party to third parties or to such Party's employees, except to those employees of the Receiving Party with a need to know. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder. Appvance shall comply with all applicable policies of Customer, including those regarding access to premises or systems, as may be provided to Appvance from time to time.

8.4. Maintenance of Confidentiality. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other Party are subject non-use and non-disclosure confidentiality obligations substantially as protective of the other Party's Confidential Information as the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither Party shall make any copies of the Confidential Information of the other Party unless previously approved in writing by the other Party or authorized by this Agreement. Either Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

8.5. Compelled Disclosure. If a Receiving Party is compelled by law, regulation or a court of competent jurisdiction to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party so that it may seek a protective order or other appropriate remedy. The Receiving Party agrees to cooperate at the Disclosing Party's expense in seeking such order or other remedy. If disclosure is ultimately required, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, exercise reasonable efforts to obtain assurance that it will receive confidential treatment, and continue to treat such Confidential Information in accordance with its obligations under this Section 8.

8.6. Remedy. If either Party breaches, or threatens to breach the provisions of this Section 8, each Party agrees that the non-breaching Party will have no adequate remedy at law and is therefore entitled to immediate injunctive and other equitable relief, without requirement to post bond.

8.7. Data Security. Appvance shall maintain and strictly adhere to a formal information security program materially in accordance with industry standards which is designed to: (a) ensure the security and integrity of Customer Confidential Information; (b) protect against threats or hazards to the confidentiality, integrity, or availability of Customer Confidential Information; and (c) prevent unauthorized access to, or disclosure, destruction, loss, or alteration of, Customer Confidential Information ("**Security Breach**"). If Appvance believes that any Security Breach has or may have occurred, Appvance shall: (u) immediately terminate any applicable access; (v) promptly report to Customer in writing the circumstances of such Security Breach and the nature and content of the Customer Confidential Information affected; (w) take such actions as may be

necessary or reasonably requested by Customer to minimize the extent of any impacts of such event; (x) take, and assist Customer in taking, such actions as may be required by applicable law; (y) maintain all records of and other information pertaining to, such Security Breach, including the results of any Appvance investigation or investigation by law enforcement officials; and (z) cooperate in all reasonable respects with Customer in responding to such Breach and take such measures as necessary to minimize the likelihood of future disclosures, losses or breaches.

9. TERM AND TERMINATION

9.1. Term. This Agreement shall commence on the Effective Date and will remain in force until terminated in accordance with this Agreement.

1.2 Termination by Customer.

(a) Customer may terminate this Agreement upon thirty (30) days prior written notice to Appvance, without cause, provided that no such termination will entitle Customer to a refund of any prepaid portion of the License Fee, Professional Services Fee and Maintenance Fee.

(b) Customer may terminate this Agreement if Appvance is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within ten (10) days after Customer provides Appvance with written notice of such breach, and Appvance will refund any prepaid portion of the License Fee, Professional Services Fee and Maintenance Fee.

9.2. Termination by Appvance. Appvance may, by providing written notice to Customer, terminate this Agreement if any of the following events occur:

(a) Customer fails to pay any undisputed amount due to Appvance within thirty (30) days after Appvance provides Customer with written notice of such nonpayment; or

(b) Except as addressed in Section 9.3(a), Customer is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after Appvance provides Customer with written notice of such breach; or

(c) Appvance elects to refund Customer's fees in accordance with Section 7.1.

9.3. Effect of Termination. A termination of this Agreement under 9.2 will become effective immediately or on the date set forth in the written notice of termination. Upon termination of this Agreement for any reason: (a) subject to the Transition Period, the License granted to Customer will immediately cease and Customer will have no further rights to use the Licensed Software or Documentation; (b) any and all outstanding undisputed payment obligations of Customer under this Agreement will remain due and payable in accordance with this Agreement; and (c) within thirty (30) days after such termination, each Party shall return all Confidential Information (including without limitation the Licensed Software, Documentation, and all copies thereof, except for copies created pursuant to Section 2.4); of the other Party in its possession at the time of termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement or policy.

9.4. Transition Period. In the event of any expiration or termination of this Agreement for any reason, Appvance shall permit Customer or its agents to continue to access and use the Licensed Software for a period of forty-five (45) days following such termination (the "**Transition**

Period”) solely for the purposes of transferring Customer’s Confidential Information and any items owned by Customer under Section 3.1 stored thereon to Customer or a third party specified by Customer, and shall provide Customer reasonable assistance (including without limitation by providing Professional Services in accordance with the terms of Exhibit B) to assist Customer in doing so.

9.5. Survival. The following provisions will survive any termination of this Agreement: Sections 1, 2.2, 2.4, 2.5, 3.1, 5, 6, 7, 8, 9.4, 9.5, and 10.

10. MISCELLANEOUS

10.1. Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by a Party, in whole or in part, whether voluntary or by operation of law, except to a successor in interest (including by way of sale of all or substantially all assets, merger or consolidation), without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment without such consent will be null and void. Subject to the foregoing, this Agreement will be binding upon and will insure to the benefit of the Parties and their respective successors and assigns.

10.2. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have the authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either Party except those expressly granted herein.

10.3. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address first set forth above. Either Party may change its address for notice by providing notice to the other Party in accordance with this Section 10.3. Notices will be deemed to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above or one (1) day after delivery to an overnight courier service.

10.4. Force Majeure. 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 an act of war, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed Party: (a) gives the other Party notice of such cause and (b) uses its reasonable commercial efforts to correct such failure or delay in performance. In the event any foregoing event causes a failure or delay in performance by Appvance lasting more than ten (10) days, Customer shall have the right to terminate for material breach immediately upon written notice to Appvance as provided in Section 9.2(b).

10.5. Export Control. The Parties agree to comply with all applicable export control laws and regulations with respect to the Licensed Software. Customer shall not sell, export, reexport, transfer, divert or otherwise dispose of, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S.

Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

10.6. Publicity. Each Party agrees that it will not, without the prior written consent of the other in each instance: (i) use in advertising, publicity, or public relations, the name of the other Party, any affiliate of the other Party, or any partner, officer, shareholder or employee of the other Party or (ii) represent, directly or indirectly, that any product or service provided by such Party has been approved or endorsed by the other Party provided, however, Appvance may list Customer as a customer or client of Appvance on its website.

10.7. Waiver. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action. No exercise or enforcement by either Party of any right or remedy under this Agreement will preclude the enforcement by such Party of any other right or remedy under this Agreement or that such Party is entitled by law to enforce.

10.8. Purchase Orders. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that a Party may use in connection with the acquisition or licensing of the Licensed Software will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of the other Party to object to such terms, provisions or conditions.

10.9. Severability. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

10.10. Integration. This Agreement (including the Exhibits and any addenda hereto signed by both Parties) contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both Parties.

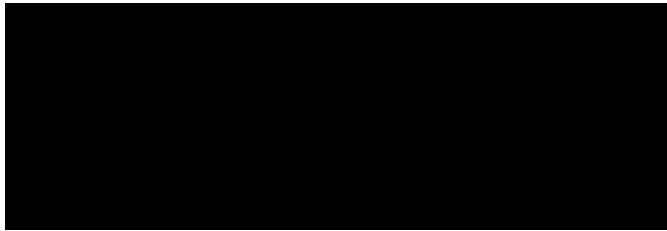
10.11. Counterparts. This Agreement may be executed in counterparts, including by facsimile or PDF, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

10.12. Headings; Construction. The headings to the clauses, sub-clauses and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Any ambiguity in this Agreement shall be interpreted equitably without regard to which Party drafted the Agreement or any provision thereof. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or portion hereof. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation."

10.13. Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Any judicial action or proceeding arising hereunder or relating hereto shall be brought in, and the Parties hereby consent to the exclusive, personal jurisdiction of, the state and federal courts located in Santa Clara County, California.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of the Agreement duly authorized by all necessary and appropriate action to execute this Agreement.

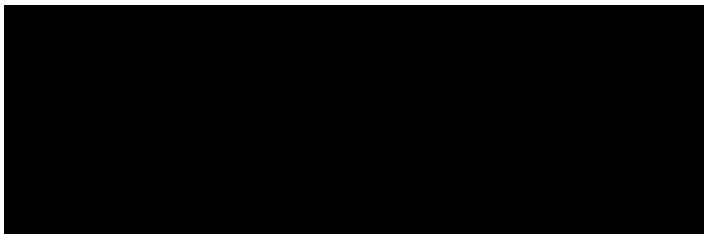
For and on behalf of the Supplier;



Job Title/Role: CEO

Date Signed: 7/30/2024

For and on behalf of the Buyer;



Job Title/Role: Commercial Lead

Date Signed: 31/07/2024

EXHIBIT A
LICENSED SOFTWARE AND LICENSE FEE

1. LICENSED SOFTWARE

The “Licensed Software” means Appvance’s automated testing solution named Appvance IQ.

2. FIELD OF USE

For use by Customer or personnel supporting Customer.

3. LICENSE RESTRICTIONS

- Functional, Performance and security test creation/modification/execution licenses [REDACTED]
- AI-driven testing for unlimited applications.
- Performance/Load Testing [REDACTED]
- Security Testing (OWASP 10 Specs & Reports).
- Mobile Testing (iOS & Android) and API testing.
- NOTE: Dashboards have unlimited users.
- Licensed Software to be installed on-premise at Customer, and/or Customer’s cloud.

4. LICENSE FEE

Annual License Fee for AI-driven testing includes maintenance and license support services (Exhibit C)

- **Software License** US\$139,500 per year.
- [REDACTED]
- Professional Services – [REDACTED]
- Maintenance and Support Services (Exhibit C).
- [REDACTED]

5. TERM

This License is on an annual subscription. Upon execution of this amendment, License subscription term shall begin on the date of the last signature by both parties and expire on the 29th of June, 2025.

EXHIBIT B
PROFESSIONAL SERVICES

[REDACTED]		
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
[REDACTED]		

EXHIBIT C

MAINTENANCE AND SUPPORT SERVICES

1. MAINTENANCE AND SUPPORT. Customer may initiate a request for Support Services via email at [REDACTED] or telephone at [REDACTED]. Appvance shall use commercially reasonable efforts to respond to such request within the target response and target resolution times specified below. Appvance shall make its maintenance and support personnel available 5 days a week, 9 a.m. to 5 p.m. Pacific Standard Time. Problems may be reported at any time, however, Appvance will not be obligated to assign or perform work after business hours for problems that are not classified as Priority 1.

5. LIAISON. Customer will designate a technical liaison to solve technical problems and will identify such person to Appvance in writing prior to the Effective Date. Customer may change such liaison upon written notice to Appvance from time to time at reasonable intervals. Appvance will not be obligated to provide Maintenance and Support Services to any person other than the designated liaison.

6. SERVICE LEVELS. Upon receiving a call or request, Appvance will, at its sole discretion, classify the problem according to the following criteria, and Appvance will use commercially reasonable efforts to respond to, and to resolve such problems in accordance with the following:

Priority	Description	Target Response Time	Target Resolution Time
Severity 1	<p>Critical business impact Customer's production use of our products on a primary business service, major application or mission-critical system is stopped or so severely impacted that the customer cannot reasonably continue work.</p> <p>For Severity Level 1 problems, we will begin work on the problem within one hour of notification and handle as the highest priority until the customer is given a fix or workaround. Customer resources must be made available in Priority Level 1 situations and reasonably cooperate to help resolve the issue.</p> <p>Severity Level 1 problems could have the following characteristics:</p> <ul style="list-style-type: none"> • System hangs or crash situations • Data loss or data corruption <p>Critical functionality not available</p>	1 hour	24 hours
Severity 2	<p>Significant Business Impact:</p> <p>Important product features are unavailable with no acceptable workaround. Customer's implementation or production use of Appvance products in a primary business service, major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.</p> <p>Severity Level 2 problems could have the following characteristics:</p>	2 hours	3 business days

	<ul style="list-style-type: none"> • Product error or failure forcing a restart or recovery • Severely degraded performance <p>Functionality unavailable but the system is able to operate in a restricted fashion.</p>		
Severity 3	<p>Minimal Business Impact:</p> <p>Product features are unavailable or not working as specified but a workaround exists and the majority of software functions are still useable. Minor function/feature failure that the customer can easily circumvent or avoid. Customer's work has minor loss of operational functionality.</p> <p>Severity Level 3 problems could have the following characteristics:</p> <ul style="list-style-type: none"> • Error message with workaround • Minimal performance degradation • Incorrect product behavior with minor impact <p>Questions on product functionality or configuration during implementation</p>	1 business day	10 business days
Severity 4	<p>Nominal Business Impact:</p> <p>Minor problem or question that does not affect the software function such as How To's, documentation, general questions, training, incorrect usage, or enhancement requests. There is no impact to product usage or customer's operations.</p> <p>Severity Level 4 problems could have the following characteristics:</p> <ul style="list-style-type: none"> • General requests for advice on product usage • Clarification on product documentation or release notes <p>Product enhancement request</p>	2 business days	TBD

7. **EXCLUSIONS.** Maintenance and Support Services resulting from any of the following circumstances are excluded from the scope of this Agreement, and will be charged to Customer at Appvance's then-current rates: (i) failure by Customer to maintain the proper operating system environment or to use the Licensed Software in accordance with this Agreement, the Documentation or the reasonable instructions provided by Appvance; or (ii) modification, relocation or reinstallation of any portions of the Licensed Software by a person not properly authorized or qualified to undertake that work. If it is determined that a problem is caused by third party software (excluding third party software offered as part of the Licensed Software), Appvance will not be responsible for the target resolution timeframes defined in the table above. If the third-party software vendor is unable to resolve the problem in a timely and appropriate manner, Appvance and Customer will work together to explore other correction options. Appvance and Customer will mutually agree to a plan for any such alternative correction options, which are outside of the scope of the Maintenance Fees under this Agreement. This plan will define the scope and schedule for the chosen alternative correction option and will also define the responsibility of each Party for any software, equipment, materials or labor necessary to implement the corrective option.

8. **LIMITS OF SUPPORT SERVICES.** Appvance shall provide, on a monthly basis, for consideration of the Maintenance and Support fee the following support services:



9. **CUSTOMER RESPONSIBILITIES.** Appvance's obligations to provide Maintenance and Support Services are subject to the following:

(a) Customer shall provide Appvance with access to Customer's personnel, equipment and testing environments during normal business hours as reasonably requested by Appvance to duplicate and resolve errors.

(b) Customer shall provide supervision, control and management of the use of the Licensed Software. In addition, Customer shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Licensed Software.

(c) Customer shall document and promptly report all errors or malfunctions in the Licensed Software to Appvance. Customer shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Appvance.

(d) Customer shall maintain a current backup copy of all data used by the Licensed Software.

(e) Customer shall properly train End Users in the use and application of the Licensed Software and the equipment on which it is used.

10. **SOFTWARE UPDATES.** Appvance shall provide to Customer any Software Updates at no additional cost that Appvance generally provides to its Customers; however, nothing in this Agreement will obligate Appvance to provide to Customer any software that Appvance does not generally provide to its Customers as part of their standard License.