Extended Long Term Support Agreement

This Extended Long Term Support Agreement ("Support Agreement"), made and entered into by and between XLTS.dev ("Company") and CPS ("Customer") sets forth the terms and conditions under which XLTS.dev provides Support Services, defined in <u>Section 1.1</u>, for the Software to Customer starting with a Support Effective Date of 2023-02-01.

BACKGROUND

AngularJS is a JavaScript-based open-source front-end web application framework historically principally maintained by Google. AngularJS is generally regarded as a mature and stable framework. On July 1st, 2018, full support for AngularJS was ended by Google and AngularJS entered a 3-year Long Term Support ("LTS") period. This 3-year period ended on December 31st, 2021, after which time many companies that remain with production AngularJS code will enter into an unsupported mode. The Angular team at Google will be shifting its resources to support the v2.0.0 and greater versions of Angular ("Angular") only.

Starting in 2021, Company will start making access available to a patched version of AngularJS 1.8.x for customers ("XLTS for AngularJS"). This Agreement provides Customer with Support Services (as defined in <u>Section 1.1</u>) from Company and access to the Software and Updates (as defined in <u>Section 1.1(d)</u>). Versions of AngularJS prior to XLTS for AngularJS, including 1.8.x, 1.7.x, 1.6.x, 1.5.x, 1.4.x, and prior versions will be considered "non-XLTS for AngularJS" versions within this Agreement.

The Software is a web development framework that is made up of JavaScript libraries. In short, the Software is a set of development tools and not a Software as a Service (SaaS) product. Customer's development teams use these libraries to build their production applications which separately contain the Customer's business logic. The Software does not directly store, control, or process Customer's data or Confidential Information, as defined in <u>Section 10</u>. The Software's Export Control Classification Number ("ECCN") is EAR99.

DEFINITIONS

For purposes of this Support Agreement, the following terms have the following meanings:

"AngularJS Documentation" means the AngularJS LTS Documentation that is hosted by the Angular team at https://angularjs.org and any version of the same documentation updated and hosted by Licensor. Such documentation is licensed as described in <u>Schedule B</u>.

"Company" has the meaning set forth in the preamble.

"Customer" has the meaning set forth in the preamble.

"Common Vulnerabilities and Exposures", "CVEs", and "Vulnerabilities" are defined in the Mitre Corporation's database of disclosed Common Vulnerabilities and Exposures at https://cve.mitre.org/cve/.

"Common Weakness Enumerations" and "CWEs" are enumerated in the Mitre Corporation's database of common software weaknesses at https://cwe.mitre.org/data/definitions/699.html.

"License" means the License Agreement, which is attached as <u>Exhibit C.</u>

"Person" means an individual, corporation, partnership, joint venture, limited liability company,

governmental authority, unincorporated organization, trust, association, or other entity.

"SLA" means the Service Level Agreement as described in Exhibit B.

"Software" means the software programs for which Customer is purchasing Support Services, as defined in Section 1.1.

"Software Documentation" means user manuals, technical manuals, and any other materials, excluding the AngularJS Documentation, provided by Company, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.

"Support Agreement" has the meaning set forth in the preamble.

"Support Fees" means the fees, charges, costs, and expenses including all taxes thereon, paid or required to be paid by Customer as defined in Section 3.2.

"Third Party" means any Person other than Customer or Company.

"Updates" has the meaning set forth in Section 1.1(d).

1. **SUPPORT**

   1.1 Support Services. Company shall support Customer with the following:

   (a) During the Term of this Agreement, Company will provide software maintenance and support services as described in this Section 1 and the SLA. As part of these support services, Company will make available a version of the Software, including the packages listed in Schedule A, and related Software Documentation to Customer.

   (b) The Software will be based on the latest version of AngularJS LTS as of December 31st, 2021. All non-XLTS for AngularJS versions will not be supported under this Agreement. Customer's use of the Software is dependent upon Customer's codebase currently being on AngularJS 1.8.x. The Software will not include a build or new versions of AngularJS 1.2.x (the last version of AngularJS to support IE8).

   (c) Commercially reasonable best efforts will be made to provide changes to the Software during the Term of this Agreement, only to address the following matters:

   (i) A software security weakness that is reported and verified against the latest version of AngularJS or in the latest version of the Software. In order to address any such security weakness, Company shall perform the following:

   (A) Company will make available instructions, prominently visible on https://xlts.dev/angularjs, for securely and privately reporting potential security weaknesses in AngularJS or the Software.
   (B) Company will monitor the Angular and jQuery code repositories and CVEs. Company will evaluate if any security vulnerabilities, fixed to the Angular or jQuery repositories or via the mechanism in Section 1.1.(c)(A), may be applicable to the Software.
   (C) Company will make commercially reasonable best efforts to review and verify each potential security weakness that is reported or identified against the latest version of AngularJS or the Software.
   (D) For verified security vulnerabilities that expose a known CWE, Company will create new tests and a fix to address the newfound security vulnerability.

Where possible, Company will make available a new version of the Software with the fix.

(E)   After a fix for a security vulnerability is released, if a CVE does not already exist for the vulnerability, Company will file a CVE.

(F)   In some cases, changes to Customer's existing codebase may be required. Company will provide limited, reasonable, on-demand support to Customer's staff in this process. This does not include any support for integrating the changes with Customer's modifications to the Software.

(ii)   One of the major web browsers (Chrome, Firefox, Safari, Edge) releases a new version that will cause current production applications using the latest version of the Software to fundamentally cease operability;

(iii)   The jQuery library releases a version that will cause current production applications using the latest version of the Software to fundamentally cease operability;

(iv)   A material regression arising from changes to provide a fix for (i), (ii), or (iii).

(A)   In such cases, XLTS.dev will make commercially reasonable best efforts to support issues that arise from migrations of prior, unmodified versions of the Software to the latest version of the Software. Migrations from non-XLTS for AngularJS to XLTS for AngularJS are not included within the services under this Agreement.

(d)   Support Services will include provision of such updates, bug fixes, patches, and other error corrections (collectively, "Updates"), as described in this Section 1.1, as Company makes generally available to all licensees of the Software then entitled to Support Services. Company will develop and provide Updates based on its own prioritisation and for the interest of all customers in aggregate. Customer further agrees that all Updates will be deemed Software, and related documentation will be deemed Software Documentation, all subject to all terms and conditions of this Agreement. Customer acknowledges that Company may provide some or all Updates via download from a private repository designated by Company in the Software Documentation. Customer shall be responsible to provide its own Internet connection for downloading the Software and Updates. Company has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Software that Company may issue as a separate or new product, and Company may determine whether any such issuance qualifies as a new version, new release, or Update in its sole reasonable discretion.

(e)   No Support for the Bower dependency manager will be provided.

(f)   Company has no obligation to provide maintenance and support services, including Updates:

(i)   for any version or release of the Software other than the latest version or release; or

(ii)   for issues that require efforts beyond those described in Section 1.1(c) or Exhibit B; or

        (iii)   if Customer's Support Agreement is terminated due to uncured breach as described in <u>Section 3.1</u>; or

        (iv)   for any Software that has been modified other than by Company, excluding modifications made by minification and bundling tools specified in the Software Documentation, or that is being used with any software, configuration, or operating system not specified in the Software Documentation or expressly authorized by Company in writing.

    (g)   No support for, or related to, the AngularJS Expression Sandbox will be provided. This feature was removed in AngularJS 1.6.0.

    (h)   Company will provide technical support via an online support portal located at https://support.xlts.dev. Company will use the support portal to (a) announce operational status and incidents, (b) receive reports of issues, (c) respond to questions and reports, and (d) to provide answers to frequently asked questions.

  1.2   After Hours and Holiday Support. The support services will be performed irrespective of any specific after hours or holiday restrictions.

  1.3   On-Site Support. This agreement does not include on-site support services.

2. OUT OF SCOPE WORK

Company shall not be responsible for providing any support services under any circumstances where such services are not described in <u>Section 1.1(c)</u>.

Examples of Support Services that are out of scope include:
- New features
- Enhancement to existing functionality
- Performance improvements
- Refactoring
- General bug fixing and issue resolution not described in <u>Section 1.1(c)</u>

3. TERM AND FEES

  3.1   Term and Termination. Unless earlier terminated as provided below, the term of this Support Agreement shall be for two (2) years and six (6) months, commencing on the Support Effective Date and terminating on July 31st, 2025 thereafter ("Initial Term"). This Support Agreement may be renewed for successive one (1) year periods (each a "Renewal Term") which shall commence on the relevant anniversary of the Support Effective Date. The Initial Term and Renewal Terms shall be deemed together the "**Term**".

Customer may renew this Support Agreement for another year by providing Notice to Company at least ninety (90) days prior to the end of the existing Term. Company shall provide Customer with a quote for the Renewal Term's fee within fifteen (15) days. Any valid addendum to renew this Agreement shall be signed by both parties.

Customer may terminate this Support Agreement if Company is in material breach of the terms set forth herein and such failure continues, uncured, for thirty (30) days after Company's receipt of written notice thereof from Customer. Upon any such termination by Customer for Company's uncured material breach hereof, and without limiting Customer's other rights and remedies

available at law or in equity, Company shall refund to Customer prorated Support fees paid in respect of any Term during which the breach occurred.

Either party will have the right to terminate this Support Agreement immediately upon written notice at any time if the other party: (a) files for bankruptcy; (b) becomes insolvent or admits in writing its insolvency or inability to pay its debts; or (c) makes an assignment for the benefit of creditors.

Company may terminate this Support Agreement if Customer is in material breach of the terms set forth herein and such failure continues, uncured, for thirty (30) days after Customer's receipt of written notice thereof from Company. Upon any such termination by Company for Customer's uncured material breach hereof, and without limiting Company's other rights and remedies available at law or in equity, Company shall not be required to refund any prepaid Support Fees.

The Software license, as granted in <u>Section 2</u> of the License, is perpetual and survives termination of this Support Agreement and the License. Company shall deactivate Customer's access to download Updates upon termination of this Support Agreement.

3.2 Support Fees. Support Service Fees ("Support Fees") and payment schedules for any Initial Term or Renewal Term are defined in <u>Exhibit A</u>. Additionally, Customer agrees to the following:

  (a) All taxes and similar assessments, levies, and government-imposed obligations with respect to Company's income derived from its performance of the Support Services hereunder shall be the obligation of and be paid by Company.

  (b) Company reserves the right to discontinue the provision of Services in the event of non-payment.

  (c) Any amounts due to Company as set forth herein are net amounts to be received by Company exclusive of all taxes and other charges, and are not subject to reduction or set-off because of any costs, expenses or liabilities incurred by Customer or imposed upon Customer in the performance of this Agreement or otherwise due as a result of this Agreement.

4. RELATIONSHIP OF THE PARTIES

Company's relationship with Customer is that of an independent contractor. Nothing in this Agreement will be construed to create a joint venture, agency, partnership or employer-employee relationship. Company acknowledges that it is not an employee of Customer, and as such, Company agrees that neither it nor its employees or agents are eligible for, or entitled to, any benefits that Customer makes available to its employees. Company and its employees and agents forever waive any rights they may have or acquire to any benefits Customer makes available to its employees.

5. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

5.1 Representations and Warranties.

  (a) Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Support Agreement and to perform its obligations hereunder, (b) the execution of this Support Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which

it is a party; and (c) this Support Agreement constitutes a legal, valid and binding obligation when signed by both parties.

(b) Company warrants that the work performed under this Support Agreement will be carried out in a professional and workmanlike manner, consistent with industry standards and the Service Level Agreement ("SLA") in <u>Exhibit B</u>.

(c) Company represents and warrants that it will take all commercially reasonable measures to prevent the introduction into or proliferation of any Malicious Code (which shall be defined as any virus, worm, Trojan horse, time bomb, spyware or other malicious code intended to interrupt, corrupt, disable or damage computer programs, systems, environments or data, or to permit unauthorized access thereto, but not software keys or other code designed to ensure compliance with applicable licenses) and will not itself introduce any Malicious Code in the Software.

(d) Company warrants that it will use persistent, commercially reasonable efforts to ensure that the servers that provide Updates to Customers will be accessible and have an uptime greater than 99.5%.

(e) Company represents and warrants that Company will comply with all laws, including regulations, applicable to Company's performance of this Agreement.

(f) Company represents and warrants that Updates provided in the Software will comply with third-party IP rights and will not infringe upon any third-party IP.

5.2 Exclusions. Except as expressly set forth herein, the services are provided on an "as is" basis and Company makes no and disclaims any and all warranties, including, but not limited to implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose, additionally, any warranties provided by this agreement are for the sole and exclusive benefit of Customer and may not be otherwise transferred to any third parties, including but not limited to Customer's clients, contractors, or vendors.

6. FORCE MAJEURE

No Party hereto shall have any liability under this Support Agreement for such Party's failure or delay in performing any of the obligations imposed by this Agreement to the extent such failure or delay is the result of strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, pandemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or other equipment, loss and destruction of property, or any other circumstances or causes beyond Party's reasonable control (a "Force Majeure Event").

7. LIMITATION OF LIABILITY

7.1 Under no circumstances and under no legal theory, whether in tort, contract, or otherwise, shall either party be liable to the other party for any indirect, special, incidental, consequential or punitive damages of any character, including, without limitation, damages for loss of goodwill, lost profits, lost sales or business, work stoppage, computer failure or malfunction, lost data, or for any and all other damages or losses, even if a representative of either party has been advised, knew or should have known of the possibility of such damages.

7.2 In no event will either party's aggregate liability under or in connection with this Agreement exceed 50% of the total amount that Company was due from Customer, for these services, during the prior 12 months.

7.3 Notwithstanding anything to the contrary in this Agreement, these limitations of liability shall not apply to instances of
   (a) violation of the other party's Confidentiality, as described in <u>Section 10</u>; or
   (b) violation of the other party's Intellectual Property Rights; or
   (c) gross negligence or intentional wrongdoing.

7.4 The provisions of this <u>Section 7</u> allocate the risks under this Agreement between the parties, and the parties have relied on the limitations set forth herein in determining whether to enter into this agreement.

8. NOTICE

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a recognized US overnight courier (receipt requested); (iii) when received by the addressee if sent internationally by FedEx, UPS, or DHL (receipt requested); (iv) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (v) on the third day after the date sent via US mail, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth as follows (or to such other addresses as may be designated by a party from time to time in accordance with this <u>Section 8</u>):

CUSTOMER: CPS
102 Petty France
London
SW1h 9AJ

COMPANY: XLTS.dev
9561 South 700 East #201
Sandy UT 84070, USA

9. CONFIDENTIALITY

Except as otherwise provided herein, each party agrees to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("Confidential Information"), and agrees to make no use of such information and know-how except under the terms of this Agreement. However, neither party will have an obligation to maintain the confidentiality of information that (a) it received rightfully from a third party without an obligation to maintain such information in confidence; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is or becomes a matter of public knowledge through no fault of the receiving party; or (d) is independently developed by the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure (unless such prior notice is not permitted by applicable law) and complies with any protective order (or equivalent) imposed

on such disclosure. Customer will treat any source code for the Software as Company's confidential information and will not disclose, disseminate or distribute such materials to any third party without Company's prior written permission.

9.1 Each party's obligations under this <u>Section 9</u> will apply during the Term of this Agreement and for three (3) years following termination of this Agreement, provided, however, that (i) obligations with respect to source code will survive forever and (ii) trade secrets will be maintained as such until they fall into the public domain.

9.2 Remedies for Breach of Confidentiality Obligations. Each party acknowledges that in the event of a breach or threat of breach of this <u>Section 9</u>, monetary damages will not be adequate. Therefore, in addition to any other legal or equitable remedies, the non-breaching party will be entitled to seek injunctive or similar equitable relief against such breach or threat of breach without proof of actual injury and without posting of a bond.

10. SEVERABILITY WAIVER

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without impairment, and any invalid provision will be replaced with a valid provision most closely approximating the purpose and economic effect of the invalid provision. The waiver by either party of any breach of this Agreement will not operate as a waiver of any subsequent breach.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law excluding those laws that direct the application of the laws of another jurisdiction.

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.

12. AMENDMENT AND ASSIGNMENT

12.1 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.2 This Agreement will not be assigned or transferred by either party without the prior written approval of the other, except that upon the transfer of substantially all the assets of a party to a successor entity through acquisition, merger, or corporate reorganization, this Agreement may be assigned to such successor without approval and the assigning party shall provide notice thereof to the non-assigning party within fifteen (15) calendar days of assignment. The terms of this Agreement shall be binding upon assignees. Any prohibited assignment or transfer will be null and void.

13. EXPORT

Each Party agrees that it shall not directly or indirectly export, re-export, or transship products, technology, or software received pursuant to this Agreement in violation of any applicable export control rule, law, or regulation of the United States or any other country having jurisdiction over the parties or transactions hereunder.

14. COMPLIANCE MEASURES

14.1 On an annual basis, and otherwise on Company's written request, Customer shall conduct a review of its and its Authorized Users' use the Software and certify to Company in a written instrument signed by an officer of Customer that it is in full compliance with the maximum Billable Users listed in Exhibit A, or related amendment; or, if Customer discovers any noncompliance:

  (a) Customer shall immediately remedy such noncompliance and provide Company with written notice thereof.

  (b) If Customer's use of the Software exceeds the maximum Billable Users listed in Exhibit A, or related amendment, Company shall have the remedies set forth in Section 14.2.

14.2 If any of the measures taken or implemented under this Section 14 determines that Customer's use of the Software exceeds or exceeded the use permitted by Exhibit A, or related amendment, then:

  (a) Customer shall, within thirty (30) days following the date of such determination by Customer or Company's written notification thereof, pay to Company the retroactive Support Fees for such excess use and, obtain and pay for an amended Support Service Fees agreement, Exhibit A, to bring Customer's use into compliance. In determining the Support Fee payable pursuant to the foregoing, (i) unless Customer can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the Support Effective Date in the Customer's Support Agreement or, if later, the completion date of any audit previously conducted by Company hereunder, and continued uninterrupted thereafter, and (ii) the rates for such Support Services shall be determined without regard to any discount to which Customer may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement).

Company's remedies set forth in this Section 14 are cumulative and are in addition to, and not in lieu of, all other remedies the Company may have at law or in equity, whether under this Agreement or otherwise.

15. ENTIRE AGREEMENT

This Support Agreement, the License, and any amendments or addendums (collectively the "Agreement") constitute the entire agreement between the parties, superseding any and all agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement. In the event of

any conflict between the terms and conditions set forth in the Support Agreement and the terms and conditions set forth in the License, the terms and conditions of the Support Agreement shall control. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or by anyone acting on behalf of any party, that are not embodied herein, and that no agreement, statement or promise not contained in the Agreement will be valid or binding.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective duly authorized representatives to be effective as of the latest date below.

XLTS.dev   CPS

By: ████████████████████████   By: ████████████████████████

Name: ███████████████████████   Name: ███████████████████████

Title: CEO HeroDevs, Inc.   Title: Strategic Commercial Category
                                                      Manager

Date: _____   Date: _____

EXHIBIT A

SUPPORT SERVICE FEES

XLTS for AngularJS Support Fees

This section relies on the definition of Billable Users as defined in <u>Section 1</u> of <u>Exhibit C</u>.

███████████ per year based on a maximum of 5 Billable Users per year, to be billed annually, for the first two years for a total of ███████ . ███████ for the remaining six months for a maximum of 5 Billable Users during that time. During the Initial Term, additional Billable Users can be added to this Agreement for the price of █████ USD per Billable User, which will be prorated as applicable.

The Support Fees total **$74,217 USD** for the entire duration of the term.

$0 USD one-time set-up fee.

Invoicing

The set-up fee and Support Service fees for the first year of support will be invoiced within a week of the signing of this Agreement. The Support Service fees for the second year of support will be invoiced 60 days prior to the first anniversary of the Support Effective Date. The Support Service fees for the remaining six months of support will be invoiced 60 days prior to the second anniversary of the Support Effective Date. Fees for Renewal Terms will be invoiced after the addendum to renew is signed by both parties.

All invoices are due 30 calendar days (net 30) after receipt. Customer has fifteen (15) days from the invoice date to review the invoice and to provide Notice to Company in writing of any disagreement with the charges, after which Customer waives the right to contest the invoice.

EXHIBIT B

SERVICE LEVEL AGREEMENT

When Customer, or Customer's representative, contacts Company support, issues will be categorized using four levels of priority as described below. Each priority level is associated with a different level of service. Customer shall provide reasonable assistance when requested by Company in order to reproduce, identify, and verify issues and their fixes.

P0

A P0 issue is categorized as an issue that results in major data corruption, many apps (or Customer's primary app) unusable, or a High to Critical severity security weakness, as defined by the NIST CVSS v3 that has been disclosed publicly or is being actively exploited.
1. Acknowledge report within 24 hours
2. Start investigation within 48 hours
3. Provide updates every 24 hours
4. Extraordinary efforts will be made to:
    a. Fix Critical severity security weaknesses in 15 days
    b. Fix High severity security weaknesses in 30 days
    c. Fix other P0 issues in 30 days
5. Released as soon as the fix is available and tested

P1

A P1 issue is categorized as an issue that results in minor data corruption, important app functionality being unusable, or a High to Critical severity security weakness, as defined by the NIST CVSS v3, that has not been disclosed and is not being actively exploited.
1. Acknowledge report within 48 hours
2. Start investigation within 1 week
3. Provide updates once a week
4. Commercially reasonable efforts will be made to:
    a. Fix Critical severity security weaknesses in 15 days
    b. Fix High severity security weaknesses in 30 days
    c. Fix other P1 issues in 60 days
5. Released as soon as fix is available and tested

P2

A P2 issue is categorized as a Low to Medium severity security weakness, as defined by the NIST CVSS v3.
1. Acknowledge report within 1 week
2. Start investigation within 1 week
3. Provide updates once a month
4. Commercially reasonable efforts will be made to:
    a. Fix Medium severity security weaknesses in 60 days
    b. Fix Low severity security weaknesses in ninety 90 days
5. Released as soon as fix is available and tested

P3

A P3 issue is categorized as an issue that results in ancillary or minor app functionality being unusable or requiring an inconvenient workaround. P3 issues will by default not be addressed, unless circumstances permit a low-risk or high-demand fix. When fixed, the following timelines will be considered.

1. Acknowledge report within 1 week
2. Start investigation within 1 month
3. Provide updates when released
4. Commercially reasonable efforts will be made to fix and release issues in 180 days

The parties acknowledge that the level of effort defined for each priority may not be sufficient to resolve exceptional issues or security weaknesses in the specified timeframe. In those cases, Company will regularly, promptly, and clearly communicate all updated expectations.

EXHIBIT C

LICENSE AGREEMENT

This license agreement ("License"), including the Extended Long Term Support Agreement ("Support Agreement") which by this reference is incorporated herein (this "Agreement"), is a binding agreement between XLTS.dev ("Licensor") and the person or entity identified on the Support Agreement as the Customer or licensee of the Software ("Licensee").

Licensor provides the Software solely on the terms and conditions set forth in this Agreement and on the condition that Licensee accepts and complies with them. By signing this Agreement, you (a) accept this License and agree that Licensee is legally bound by its terms; and (b) represent and warrant that: (i) you are of legal age to enter into a binding agreement; and (ii) if Licensee is a corporation, governmental organization, or other legal entity, you have the right, power, and authority to enter into this Agreement on behalf of Licensee and bind Licensee to its terms. If Licensee does not agree to the terms of this License, Licensor will not and does not license the Software to Licensee and Licensee must not install, embed, publish, host, deploy, or otherwise distribute the Software or the Software Documentation.

1.   Definitions. For purposes of this License, the definitions in the Support Agreement are incorporated herein by this reference, together with the following definitions:

"Authorized Users" means the following individual persons authorized to use the Software pursuant to the license granted under this License: Licensee's employees and independent contractors who provide software development, devops, testing, and release engineering services as part of their duties to Licensee.

"Billable Users" means Authorized Users that are anticipated to modify the Software or any source code that utilizes the Software functionality. Authorized Users that only provide devops, testing, or release engineering services as part of their duties to Licensee are not considered Billable Users.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Licensee" has the meaning set forth in the preamble.

"Licensor" has the meaning set forth in the preamble.

2.   License Grant and Scope. Subject to and conditioned upon Licensee's payment of the Support Fees for the Initial Term, as defined in Section 3 of the Support Agreement, and Licensee's strict compliance with all terms and conditions set forth in the License, Licensor hereby grants to Licensee a perpetual, non-exclusive, non-sublicensable (except as expressly set forth in Section 2(d)), limited license to use, solely by and through its Authorized Users, the Software and the Software Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this License. This license grants Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:

a.   Download, copy, install, and host, in accordance with the Software Documentation, copies of the Software on computers and servers owned or leased, and controlled by Licensee. All copies of the

Software made by the Licensee:

    (i)   will be the exclusive property of the Licensor;

    (ii)   will be subject to the terms and conditions of this License; and

    (iii)   must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

b.   Use and run the Software as properly installed in accordance with this License and the Software Documentation, solely as set forth in the Software Documentation and solely for Licensee's business purposes.

c.   Download or otherwise make copies of the Software Documentation and use such documentation solely in support of its licensed use of the Software in accordance herewith. All copies of the Software Documentation made by Licensee:

    (i)   will be the exclusive property of Licensor;

    (ii)   will be subject to the terms and conditions of this License; and

    (iii)   must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

d.   Grant sublicenses in the Software solely as follows: for the deployment of Licensee's application(s) in a manner where Persons inside or outside of Licensee's organization can use the Software to the fullest extent necessary for their use of such application(s).

e.   Modify and create derivative works of the Software. Licensee owns any derivative works, subject to Licensor's underlying rights in the Software incorporated in the derivative work, which shall remain licensed under this License.

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SCHEDULE A

SUPPORTED PACKAGES

This is the list of packages that are supported and licensed by XLTS for AngularJS.
Each package listed here includes the relevant source files, minified source files, and source maps (.css, .js, .min.js, .min.js.map).

1. angular
2. angular-animate
3. angular-aria
4. angular-cookies
5. angular-locale (i18n/angular-locale_*.js)
6. angular-message-format
7. angular-messages
8. angular-mocks
9. angular-parse-ext
10. angular-resource
11. angular-route
12. angular-sanitize
13. angular-touch

If Customer is interested in extended support for other packages or libraries, please contact Company.

SCHEDULE B

THIRD-PARTY MATERIALS

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