DATANYX SAAS LICENSE AGREEMENT

Tekizma Inc., DBA Datanyx

Effective Date: 18 March 2026

Version: 1.0

BY ACCESSING, SIGNING IN, OR USING THE DATANYX PLATFORM ("DATANYX" OR "SOFTWARE"), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT HAS THE SAME LEGAL FORCE AND EFFECT AS A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES. DATANYX IS A PROPRIETARY DATA INTELLIGENCE PLATFORM DEVELOPED AND OWNED BY TEKIZMA INC., DBA DATANYX ("LICENSOR").

IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE SOFTWARE OR ANY ASSOCIATED SERVICES. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION, OR OTHER LEGAL ENTITY ("LICENSEE"), YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND THAT ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT ACCESS OR USE THE SOFTWARE.

THIS AGREEMENT, AS PUBLISHED BY THE LICENSOR ON ITS WEBSITE https://www.datanyx.com/ (AS MAY BE UPDATED FROM TIME TO TIME), GOVERNS YOUR USE OF THE SOFTWARE.

The licensor retains all rights, title, and interest in and to the datanyx software, including all intellectual property rights, proprietary components, modules, enhancements, updates, user interfaces, documentation, workflows, and related materials.

1. DEFINITIONS

1.1. "Software" means the proprietary software product known as "Datanyx," developed by the Licensor, including all updates, modifications, and enhancements provided during the term of this Agreement.

1.2. "Documentation" means the user manuals, technical manuals, and any other materials provided by the Licensor, in printed, electronic, or other forms, that describe the Software's functionality and assist in its use.

1.3. "License Fee" means the amount payable by the Licensee to the Licensor for the right to use the Software, as specified in the License Fees and Payment Terms of this Agreement.

1.4. "License Grant" means the non-exclusive, non-transferable, limited right granted to the Licensee to use the Software as specified in this Agreement.

1.5. "Effective Date" means the date on which this Agreement is executed by both parties and becomes effective.

1.6. "Intellectual Property Rights" means all rights, titles, and interests in and to the Software, including patents, copyrights, trademarks, trade secrets, and other proprietary rights, owned or licensed by the Licensor.

1.7. "Professional Services" means any additional services provided by the Licensor to the Licensee beyond the scope of standard support, such as installation, configuration, customization, training, or consulting services related to the Software. All Professional Services engagements shall be governed by a Statement of Work (SOW) executed separately between the parties, which sets out the scope, deliverables, timelines, and fees applicable to that engagement.

1.8. "Restrictions on Use" means the general limitations and prohibitions on the Licensee's use of the Software and Documentation as specified in this Agreement. These restrictions apply to all users and include actions such as unauthorized copying, modification, sublicensing, reverse engineering of the Software, or any use beyond the permitted scope defined under this Agreement.

1.9. "Licensee Responsibility" means the obligations and duties of the Licensee under this Agreement, including compliance with all terms, restrictions, and limitations, maintaining the confidentiality of the Software, ensuring proper use by authorized users, and preventing unauthorized access or distribution of the Software and Documentation.

1.10. "License Renewal" means the process of extending an existing agreement, allowing continued use of a service, product, or rights under specified terms. Renewals typically occur automatically at the end of the initial term unless notice is given to discontinue.

1.11. "Data Ownership and Confidentiality" means the set of provisions ensuring that all Licensee data remains the sole property of the Licensee, and that both parties shall protect such data from unauthorized use or disclosure in compliance with applicable data protection regulations.

1.12. "Support and Maintenance" means the standard services provided by Tekizma to ensure the proper functioning of the Datanyx system, including bug fixes, updates, and training sessions, with optional premium support services available under mutually agreed terms.

1.13. "Deliverables" means the tangible outputs Tekizma agrees to provide under this Agreement, including but not limited to system setup, creation of reports and dashboards, and training sessions for the Licensee's staff.

1.14. "Licensed Modules" means the specific Datanyx software modules purchased by the Licensee as specified in the applicable Order Form. The Datanyx platform consists of the following separately licensable modules: Datanyx Lens, Datanyx Weave, and Datanyx MaskBits. Modules may be licensed individually or in combination. The Licensee's rights are strictly limited to the Licensed Modules identified in their applicable Order Form.

1.15. "Governing Documents" means this Agreement together with the following documents which collectively govern the relationship between the parties: the Order Form, Statement of Work (SOW), Data Processing Addendum (DPA), Acceptable Use Policy (AUP), Support Policy, and Privacy Policy, all as published or executed from time to time. In the event of any conflict between these documents, this Datanyx SaaS License Agreement shall take precedence unless expressly stated otherwise in a signed Order Form.

2. LICENSE GRANT AND SCOPE

2.1. License Grant: Subject to the terms and conditions of this Agreement and the Licensee's continued compliance with all applicable subscription limitations, Tekizma Inc. ("Licensor") hereby grants the Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Datanyx Platform ("Software") solely for the Licensee's internal business reporting and analytics purposes, and only in accordance with the features, usage limits, user counts, data

capacities, and Licensed Modules included in the subscription purchased by the Licensee, as specified in the applicable Order Form. The license granted herein extends only to the Licensed Modules specified in the applicable Order Form. Access to or use of any module not included in the Licensee's Order Form is not permitted under this Agreement.

2.2. Scope of License: The Licensee is authorized to use the Software only within the limitations set forth in this Agreement, including but not limited to the usage rights outlined in the subscribed package:

a) the functionalities and entitlements included in the purchased subscription package;

b) the Licensee's internal operations and authorized personnel; and

c) the usage parameters specified in the applicable Order Form or Licensing Schedule.

No rights are granted to the Licensee except those expressly outlined in this Agreement. All rights not expressly granted remain reserved by the Licensor.

2.3. Restrictions on Use: Except where expressly permitted by this Agreement, the Licensee shall not, directly or indirectly:

- Modify, adapt, translate, alter, or create derivative works of the Software;

- Reverse engineer, decompile, disassemble, probe, or attempt to extract source code, underlying algorithms, architecture, object models, design frameworks, or database structures of the Software;

- Bypass, disable, or interfere with any security, access control, usage monitoring, or software protection mechanisms;

- Rent, lease, loan, sell, sublicense, distribute, transmit, publish, or otherwise make the Software available to any third party (including consultants, affiliates, or partners) unless explicitly permitted in writing by the Licensor;

- Use the Software to develop a competing product or service, or for benchmarking or competitive analysis except as permitted by law;

- Access or use the Software in excess of the usage limits, user counts, or entitlement levels purchased by the Licensee.

2.3.1. Prohibited Usage Models: The Licensee is expressly prohibited from using the Software in any environment or business model where the Licensee provides the Software's functionality as a service to third parties, including but not limited to:

- Service bureau activities – using Datanyx to run analytics or generate reports for third parties as a paid or unpaid service;
- Outsourcing or managed service operations – using Datanyx as part of any outsourced data processing or analytics offering;
- Shared hosting or multi-tenant hosting – allowing multiple unrelated third parties to access the Software using a single account, license, or environment;
- Time-sharing or bureau services – allowing third parties to "rent," "lease," or otherwise access the Software's capabilities on a timed or usage basis.

These models are prohibited because they effectively convert the Licensee into a provider of Datanyx services, which is not permitted under a standard end-user license. Any such use requires a separate commercial reseller or service provider agreement with the Licensor.

2.4. License Renewal:

2.4.1. Automatic Renewal: This Agreement shall automatically renew for consecutive renewal terms equal in length to the initial subscription term, and for the same number of licenses/subscriptions described in Section 6, unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.

2.4.2. Renewal Fees: All renewal fees shall be billed at the prevailing pricing for the Datanyx platform at the time of renewal, unless otherwise specified in the applicable Order Form.

2.4.3. Acceptance of Renewal: The Licensee's continued access to or use of the Datanyx platform after the renewal effective date shall constitute formal acceptance of the renewed term and associated charges.

2.4.4. Modification of Subscription Scope: Any request to modify the subscription scope—including user count, processing volume, modules, or service tier—must be submitted before the renewal date. Adjustments will be reflected in the pricing for the subsequent term.

3. ENVIRONMENT USAGE RIGHTS

3.1. Production Environment License

The Licensee is entitled to one (1) Production Environment for the Datanyx Platform under this Agreement. The Production Environment is the Licensee's primary, live environment used for carrying out day-to-day reporting, analytics, dashboard consumption, data refreshes, and all business-critical activities ("**Production Environment**").

All active users, scheduled refreshes, automations, connectors, workflows, and integrations utilized in the Production Environment must fall within the usage limits, user counts, and capacity purchased under the applicable subscription plan.

3.2. Non-Production (Demo / Testing) Environment License

In addition to the Production Environment, the Licensee is granted access to one (1) Non-Production Environment ("**Demo Environment**" or "**Testing Environment**") provided by the Licensor solely for:

- evaluation of newly deployed features or enhancements,

- previewing changes before Production release,

- testing dashboards, connectors, datasets, and workflows,

- user acceptance testing (UAT),

- training and internal onboarding activities,

- validation of client-specific customizations.

The Non-Production Environment must **not** be used for live operations, client deliveries, commercial use, or any form of production-level reporting. The Demo Environment is provided solely for evaluation and testing purposes. The creation of

user accounts, assignment of access levels, and enablement of features within the Demo Environment shall be managed exclusively by the Licensor.

3.3. Environment Usage Limitations

The Licensee acknowledges and agrees that:

1. All modifications, feature requests, or customizations will first be deployed by the Licensor into the Non-Production Environment for review and approval by the Licensee.

2. Promotion of changes from the Demo/Testing Environment to the Production Environment will occur only upon approval from the Licensee.

3. The Non-Production Environment may contain anonymized or dummy data as per the Licensee's preference, especially where the use of live data is restricted by compliance or internal policies.

4. Any additional Demo/Testing Environments required by the Licensee may be purchased separately and will be subject to the fees and terms outlined in the applicable Order Form.

3.3.1. Restrictions on Environment Use

The Licensee shall not:

a. Use the Demo or Testing Environment for commercial reporting, client servicing, invoicing, regulatory reporting, or any activity that constitutes production use.

b. Circumvent licensing limits by shifting production workloads to the Demo/Testing Environment.

c. Host external workloads, third-party datasets, or perform benchmarking against competing products in any Datanyx environment without prior written approval from the Licensor.

d. Attempt to manipulate, bypass, or alter system controls intended to differentiate Production and Non-Production usage.

e. Upload sensitive, confidential, or regulated personal data in the Demo/Testing Environment unless such environment is explicitly configured for compliance by the Licensor.

3.4. Additional Non-Production Environments

If the Licensee requires more than one (1) Demo/Testing Environment—such as separate UAT, QA, Staging, or Sandbox instances— such environments may be provisioned solely at the discretion of the Licensor. The fees for any additional environments shall be determined by the Licensor based on the Licensee's specific technical and usage requirements at that time.

The Licensor retains sole authority over the creation, allocation, configuration, and access rights of all Demo or Testing Environment user accounts.

3.5. Deployment & Promotion Responsibilities

- The Licensor will deploy updates, bug fixes, enhancements, custom widgets, connectors, or workflow changes to the Non-Production Environment first.

- The Licensee is responsible for completing validation within the timelines mutually agreed.

- Once validated, the Licensor will promote the changes to the Production Environment during a mutually agreed deployment window.

3.6. Method of Delivery

3.6.1. SaaS Delivery (Cloud-Hosted)

For SaaS deployments, Delivery shall be deemed complete when:

- The Licensee's account is created, and login credentials are issued; or

- The Licensor enables online access through a secure web interface; or

- Documentation is made available electronically.

All access, updates, enhancements, and support materials are delivered electronically.

4. LICENSEE RESPONSIBILITIES

4.1. Required Systems, Devices, and Third-Party Software: The Licensee is solely responsible for procuring, installing, configuring, and maintaining all hardware, devices, operating systems, network configurations, browsers, and third-party software necessary to access and use the Datanyx platform. The Licensor does not provide, support, or assume any responsibility for third-party systems, software, or infrastructure not supplied by the Licensor.

4.2. Data Preparation and Conversion: The Licensee is entirely responsible for preparing, cleansing, transforming, and converting its existing data into formats compatible with the Datanyx platform. Any migration or conversion of historical or external data is the Licensee's responsibility unless expressly agreed to in a Statement of Work (SOW) executed between the parties, which shall govern the scope, deliverables, and fees for any such Professional Services engagement.

4.3. Data Backup and Safeguards: The Licensee must implement and maintain appropriate safeguards, backup procedures, and redundant copies of its data, documentation, and configurations stored or processed within Datanyx. Except where data loss is directly and solely caused by a proven failure of the Datanyx platform, the Licensor shall not be liable for any data loss, corruption, or restoration efforts, including losses resulting from improper backup practices, user error, or third-party system failures.

4.4. Account and Access Security: The Licensee is responsible for maintaining the confidentiality of its login credentials, API keys, passwords, user identity management, and access rights within the Datanyx platform. The Licensee is liable for all activities carried out under its accounts, whether authorized or unauthorized, and must notify the Licensor immediately of any suspected security breach.

4.5. Compliance with Policies and Laws: The Licensee is solely responsible for ensuring that its use of the Datanyx platform complies with all applicable laws, regulations, privacy requirements, internal company policies, and any data-governance standards applicable to the Licensee's industry.

4.6. Internet Connectivity and Network Performance: The Licensee is responsible for securing and maintaining adequate internet connectivity, bandwidth, and network performance needed for optimal use of the Software. The Licensor shall not

be liable for performance issues arising from inadequate or unstable network/internet infrastructure within the Licensee's environment.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. Ownership of Intellectual Property: The Licensor retains all rights, title, and interest in and to the Datanyx Software, the Datanyx platform, its proprietary architecture, reporting and analytics modules, user interfaces, templates, workflows, visualizations, APIs, documentation, and all enhancements, upgrades, derivative works, and intellectual property embodied therein. All such rights are protected under applicable copyright, patent, trademark, trade secret, and other intellectual property laws worldwide. No rights are granted to the Licensee other than those expressly stated in this Agreement.

5.2. No Conveyance of Ownership: This Agreement grants the Licensee a limited license to use the Software strictly as permitted herein. Nothing in this Agreement shall be interpreted as selling, assigning, transferring, or otherwise conveying ownership or proprietary interest in the Software, Documentation, or any associated intellectual property. All rights not expressly granted to the Licensee are reserved exclusively by the Licensor.

5.3. Restrictions on Modification and Derivative Works: The Licensee shall not, directly or indirectly:

- modify, alter, adapt, translate, or create derivative works based on the Software or Documentation;

- develop any competing product using the Software or any proprietary element of Datanyx;

- attempt to access, replicate, or recreate the underlying architecture, schema, source code, algorithms, or workflow design.

Any derivative work or enhancement, whether authorized or unauthorized, shall be deemed the exclusive property of the Licensor.

5.4. Proprietary Notices and Brand Protection

5.4.1. Preservation of Proprietary Notices: The Licensee shall not remove, obscure, alter, disable, or tamper with any proprietary notices, copyright statements,

trademark symbols, branding elements, ownership markings, watermarks, confidentiality labels, or attribution references displayed on or embedded within the Datanyx Software, including its user interface, dashboards, report outputs, exports, APIs, widgets, libraries, documentation, or any related materials, whether visible or embedded.

5.4.2. Use of Trademarks and Branding: Nothing in this Agreement grants the Licensee any right, license, or permission to use the Licensor's trademarks, service marks, logos, brand identifiers, or trade names except as strictly necessary for the Licensee's permitted internal use of the Software. All goodwill arising from any permitted use of the Licensor's branding shall inure solely to the benefit of the Licensor.

5.4.3. White-Labeling and Brand Suppression: White-labeling, re-branding, re-skinning, removal of Tekizma/Datanyx logos, suppression of copyright notices, or substitution of the Licensor's branding with the Licensee's own branding is strictly prohibited unless expressly authorized through a separate White-Label Agreement duly executed by both parties. No rights to white-label or re-brand the Software are granted under this Agreement, nor under any Order Form executed hereunder.

Any authorization for white labeling shall:

- Be granted at the sole and absolute discretion of the Licensor;
- Require a separate White-Label Agreement duly executed by both parties, including the applicable fees and scope of permitted branding modifications; and
- Apply only to the scope, environments, features, and duration expressly stated in the written agreement.

5.4.4. No Rights to Modify or Mask Branding: Except as expressly permitted under a white-labeling agreement, the Licensee shall not:

- Modify, conceal, or overwrite proprietary notices;
- Add new branding that may imply ownership of the Software;
- Interfere with or reverse-engineer any mechanism used by the Licensor to display or secure branding or copyright notices.

5.4.5. Obligation to Report Unauthorized Alterations: The Licensee must promptly notify the Licensor in writing upon discovering any unauthorized alteration, removal, tampering, or attempted circumvention of proprietary notices or branding components, whether by the Licensee's personnel or any third party.

5.4.6. Legal Consequences of Brand Tampering: Any breach of this Section 5.4 shall constitute a material breach of this Agreement and may result in immediate suspension or termination of Licensee's access to the Software, without prejudice to any other remedies available to the Licensor under law, including injunctive relief.

5.5. Feedback and Suggestions: All feedback, recommendations, enhancement requests, corrections, ideas, or suggestions provided by the Licensee ("Feedback") shall be deemed non-confidential and shall automatically become the sole and exclusive property of the Licensor. The Licensor may use such Feedback for any purpose, including development, enhancement, and commercialization, without obligation or compensation to the Licensee.

5.6. Third-Party Materials: The Software may contain or integrate third-party components licensed to the Licensor. All rights in such components remain with their respective owners. The Licensee shall comply with any additional terms imposed by such third-party licensors. No rights to third-party materials are granted beyond those necessary for normal use of the Software.

5.7. Intellectual Property Infringement (Indemnification and Remedies)

5.7.1. Licensor's Obligations: The Licensor shall defend and settle, at its discretion, any third-party claim brought solely alleging that the unmodified Datanyx Software, when used as permitted under this Agreement, infringes a valid copyright, trademark, or patent right, and shall pay any final court-awarded damages subject to the limitations set forth in Section 12 (Limitation of Liability), provided that:

1. Prompt Notice: The Licensee promptly provides the Licensor with written notice of the claim;

2. Exclusive Control: The Licensor retains sole control over the defense, strategy, negotiations, and settlement of the claim; and

3. Cooperation: The Licensee provides reasonable cooperation, at the Licensor's expense, in connection with the defense.

This indemnity applies only to the Datanyx Software as delivered, without modification and without combination with third-party systems unless expressly approved in writing.

5.7.2. Exclusions: The Licensor shall have no obligation to defend, indemnify, or compensate the Licensee for any claim arising from or relating to:

a. Modifications, integrations, or configurations made by the Licensee or any third party;

b. Use of the Software in combination with any hardware, software, data, or system not supplied or approved by the Licensor;

c. Use of the Software in violation of this Agreement, Documentation, usage limits, or applicable law;

d. Any claim arising from the Licensee's data, dashboards, custom code, connectors, SQL scripts, workflows, or transformations;

e. Use of an outdated version of the Software when an updated non-infringing version was offered;

f. Claims based on open-source or third-party components embedded within the Software, where such components are licensed under separate terms.

5.7.3 Licensor's Rights in Case of an Infringement Claim: If the Software becomes, or in the Licensor's opinion is likely to become, subject to an infringement claim, the Licensor may, at its sole option and expense:

a. **Modify** the affected component of the Software to render it non-infringing, without materially reducing its core functionality; or

b. **Replace** the affected component with a functionally equivalent, non-infringing alternative; or

c. **Disable or remove** the affected component of the Software if options (a) or (b) are not commercially reasonable.

The Licensee agrees that the remedies described in this Section constitute the Licensee's sole and exclusive remedy, and the Licensor's entire obligation, with respect to any claim alleging infringement of third-party intellectual property rights. No additional payments, damages, offsets, penalties, service credits, refunds, or reimbursements of any kind shall be owed by the Licensor in connection with such claims.

5.7.4 Sole and Exclusive Remedy: This Section 5.7 sets forth the Licensee's sole and exclusive remedy and the Licensor's entire liability with respect to any alleged or actual infringement of any intellectual property rights arising out of or related to the Software.

5.8. Copyright Notice Requirement

The Licensee shall not remove, modify, obscure, disable, or interfere with any copyright notices, proprietary legends, branding elements, trademarks, watermarks, or ownership markings that appear in or are generated by the Software, Documentation, user interface components, reports, or any other output of the Software. All permitted copies or reproductions of the Software or Documentation must maintain the Licensor's original notices and markings in full and unaltered form.

Notwithstanding the foregoing, any request for white-labelling, removal of branding, modification of proprietary notices, or incorporation of the Licensee's branding shall be permitted only pursuant to a separate written agreement executed by both parties, expressly authorizing such modifications. No implied rights to alter or remove proprietary notices are granted under this Agreement.

6. SUBSCRIPTION, LICENSED MODULES AND ORDER FORM

6.1. Subscription and Licensed Modules: The Licensee's subscription tier, Licensed Modules, permitted user counts, data capacities, and applicable fees shall be as specified in the applicable Order Form executed between the parties. The Datanyx platform consists of the following separately licensable modules which may be purchased individually or in combination: Datanyx Lens, Datanyx Weave, and Datanyx MaskBits.

6.2. Order Form as Governing Commercial Document: The Order Form executed between the parties constitutes the definitive commercial record of the Licensee's subscription, including Licensed Modules purchased, subscription term, user allocations, fees, and renewal terms. In the event of any conflict between this Agreement and the Order Form with respect to commercial terms, the Order Form shall prevail.

6.3. Non-Compliance with Subscription Limits: If the Licensee exceeds the usage limits or accesses Licensed Modules not included in their Order Form, the Licensor may, at its discretion: (a) prompt the Licensee to upgrade their subscription; (b) apply additional charges at the prevailing rate; (c) suspend excessive usage; or (d) limit features or performance until compliance is restored.

7. PAYMENT TERMS

7.1. Fees and Charges: The Licensee shall pay all fees associated with their selected subscription and Licensed Modules as specified in the applicable Order Form. For enterprise customers with custom arrangements, fees and commercial terms shall be as specified exclusively in the applicable signed Order Form. All fees are quoted and payable in the currency specified at the time of purchase.

7.2. Invoicing and Payment Schedule: Except where the Licensee purchases a plan through an automated online payment gateway (e.g., Stripe), the Licensor will issue an invoice for all applicable subscription, renewal, or usage-based fees. Unless expressly agreed otherwise in writing, all invoices are due and payable within **thirty (30) days** from the invoice date. Late payments may, at the Licensor's discretion, incur interest at the rate permitted under applicable law.

7.3. Automatic Renewal and Payment Authorization: For subscriptions purchased electronically, the Licensee authorizes the Licensor (or its authorized payment processor) to automatically charge the Licensee's designated payment method for each renewal term at the then-current subscription rate. The Licensee is responsible for ensuring that payment information remains accurate and up to date. Failure to maintain valid payment details may result in suspension or termination of access to the Software.

7.4. Taxes and Withholding: The Licensee is responsible for all taxes, duties, levies, and similar governmental assessments associated with the purchase or use of the Software, excluding taxes based on the Licensor's income. If the Licensee is required by law to withhold taxes, the Licensee shall pay such amounts as necessary to ensure that the net amount received by the Licensor equals the full amount originally invoiced.

7.5. Non-Refundability: Except where expressly required by applicable law, all payments made under this Agreement are final and non-refundable, including payments for partially used subscription periods, downgrades, or unused capacity.

7.6. Fee Adjustments: The Licensor may modify the fees for any subscription tier upon renewal by providing prior notice (through email, dashboard notification, or website publication). Continued use of the Software after the effective date of such change constitutes acceptance of the revised pricing.

7.7. Suspension for Non-Payment: The Licensor may suspend access to the Datanyx platform if any undisputed fees remain unpaid after the due date. Suspension shall not relieve the Licensee of its payment obligations, and all outstanding amounts shall continue to accrue until paid in full.

7.8. No Set-Off: The Licensee shall not set-off, counterclaim, deduct, or withhold any amount owed to the Licensor under this Agreement, unless required by applicable law.

7.9. Reinstatement of Service: If access to the Software is suspended due to non-payment, the Licensor may charge a reinstatement or reactivation fee as reasonably required before restoring service.

8. CONFIDENTIALITY

8.1. Confidential Information Defined: "Confidential Information" includes all business, technical, financial, operational, security-related, architectural, product-design, and intellectual property information disclosed by the Licensor to the Licensee, including but not limited to Software architecture, workflows, interfaces, schemas, documentation, design documents, user analytics, platform usage logs, pricing or product roadmap.

8.2. Obligations of Confidentiality: The Licensee shall:

- Maintain the Confidential Information in strict confidence;
- Use such information solely for purposes permitted under this Agreement;
- Restrict access to employees or agents with a legitimate need to know; and
- Implement commercially reasonable security safeguards to prevent misuse, disclosure, or unauthorized access.

8.3. Exclusions: Confidential Information does not include information that:

- becomes publicly available through no fault of the Licensee;
- was already known to the Licensee without confidentiality obligations;
- is independently developed without reference to the Licensor's Confidential Information; or
- is required to be disclosed pursuant to a lawful court order, provided advance notice is given to the Licensor.

8.4. Return or Destruction: Upon termination or expiration of this Agreement, the Licensee shall promptly destroy or return all Confidential Information and certify such destruction upon request. Notwithstanding the foregoing, the obligations of confidentiality set out in this Section 8 shall survive termination or expiration of this Agreement.

9. DATA HANDLING, SECURITY & PRIVACY

9.1. Customer Data Ownership: The Licensee retains full ownership of any data uploaded, processed, or generated within Datanyx ("Customer Data"). The Licensor does not claim ownership over Customer Data.

9.2. Data Processing: The Licensor may process Customer Data solely for:

(a) delivering the Software and associated services;

(b) ensuring performance, security, auditing, and maintenance;

(c) enhancing features and platform functionality; and

(d) complying with legal obligations.

All processing will be carried out in accordance with applicable data protection laws and the terms of the Datanyx Data Processing Addendum (DPA), available at

https://www.datanyx.com/legal/dpa.pdf, which is incorporated into this Agreement by reference. In the event of any conflict between this Section 9 and the DPA with respect to data processing obligations, the DPA shall prevail.

9.3. Data Security: The Licensor shall maintain industry-standard administrative, physical, and technical safeguards to protect Customer Data from unauthorized access, breach, or disclosure, including access control, encryption, audit logging, and secure credential storage.

9.4. Backups: Datanyx will maintain routine backups of platform-level data; however, the Licensee remains responsible for maintaining its own independent backups of Customer Data.

9.5. Anonymized & Aggregated Data: The Licensor may use anonymized, de-identified, and aggregated data for internal analytics, performance tuning, and platform improvement, provided no individual or entity can be identified. All data handling, processing, and privacy obligations are further governed by the Datanyx Data Processing Addendum (DPA) and Privacy Policy, both available at https://www.datanyx.com and incorporated herein by reference.

10. SUPPORT, MAINTENANCE & SERVICE LEVELS

10.1. Support Tiers: Support services depend on the Licensee's subscription tier and Licensed Modules as specified in the applicable Order Form. Premium or higher tiers may include faster response times, extended support hours, and dedicated support channels. All support terms, response time targets, severity classifications, and escalation procedures are governed by the Datanyx Support Policy available at https://www.datanyx.com/legal/support-policy.pdf, which is incorporated into this Agreement by reference.

10.2. Availability of Services: The Licensor shall use commercially reasonable efforts to maintain Datanyx availability, excluding:

(a) scheduled maintenance (for which advance notice will be provided);

(b) emergency maintenance to address critical vulnerabilities;

(c) unavailability caused by third-party services, Licensee systems, network failures, or events beyond the Licensor's reasonable control.

10.3. Updates and Enhancements: The Licensor may, at its discretion, provide updates, patches, improvements, and new modules. The Licensor is not obligated to make feature-roadmap commitments unless explicitly agreed.

10.4. Incident Reporting and Resolution: The Licensee must provide accurate details when reporting issues. Resolution timelines will depend on severity levels and the Licensee's subscription tier.

10.5. Exclusions: Support does not include:

(a) issues caused by third-party systems, integrations, or tools;

(b) modifications not authorized by the Licensor;

(c) user training unless part of a purchased package;

(d) data recovery due to Licensee negligence.

11. TERM, TERMINATION & EFFECT OF TERMINATION

11.1. Term: This Agreement is effective from the Licensee's first access to the Software and continues for the subscription term applicable to the selected plan.

11.2. Termination for Breach: Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within fifteen (15) days.

11.3. Immediate Termination by Licensor: The Licensor may immediately terminate this Agreement if the Licensee:

(a) violates intellectual property restrictions;

(b) attempts to reverse-engineer the Software;

(c) engages in unauthorized sharing or resale of access;

(d) causes material harm to the Datanyx platform or its operations.

11.4. Effect of Termination: Upon termination:

(a) all license rights granted under this Agreement shall immediately cease;

(b) the Licensee shall cease all access and use of the Software;

(c) the Licensee shall pay all outstanding amounts owed;

(d) the Licensee shall securely delete any locally stored components; and

(e) the Licensor will provide a reasonable window (not exceeding 30 days) for the Licensee to export Customer Data.

11.5. Survival: Sections relating to confidentiality, intellectual property, payments owing, disclaimers, limitation of liability, governing law, and dispute resolution shall survive termination.

11A. WARRANTIES AND DISCLAIMERS

11A.1. Limited Software Warranty (Performance Under Normal Use): The Licensor warrants that the Datanyx Platform, when used in accordance with the Documentation and this Agreement, will substantially perform the core functionalities described therein. The Licensor does not warrant that the Software will be uninterrupted, error-free, or meet the Licensee's specific business requirements.

11A.2. Warranty Exclusions: The above limited warranty does not apply to:

(a) issues arising from misuse, unauthorized modifications, or use contrary to the Documentation;

(b) integrations, custom code, scripts, connectors, or workflows created by the Licensee or third parties;

(c) failures caused by third-party systems, databases, browsers, networks, or cloud providers not controlled by the Licensor;

(d) beta features, trial environments, demo environments, or pre-release modules;

(e) downtime or issues caused by internet connectivity, Licensee infrastructure, or external service providers.

11A.3. Exclusive Remedy: To the maximum extent permitted by law, the Licensee's sole and exclusive remedy for any breach of the limited warranty is for the Licensor to use commercially reasonable efforts to correct the non-conformance. If the Licensor determines that correction is not commercially feasible, the Licensor may discontinue the affected feature.

11A.4. No Warranty for Free Trial or Free Tiers: ALL ACCESS TO THE SOFTWARE PROVIDED AS PART OF ANY FREE TRIAL, DEMO, EVALUATION, OR FREE TIER IS PROVIDED "AS-IS," "AS-AVAILABLE," AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. All permitted and prohibited uses of the Software are further governed by the Datanyx Acceptable Use Policy (AUP) available at https://www.datanyx.com/legal/acceptable-use-policy.pdf, which is incorporated into this Agreement by reference.

11A.5. Disclaimer of Implied Warranties: TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION:

(a) MERCHANTABILITY,

(b) FITNESS FOR A PARTICULAR PURPOSE,

(c) NON-INFRINGEMENT,

(d) TITLE,

(e) ACCURACY OR RELIABILITY OF RESULTS,

(f) AVAILABILITY OR UPTIME,

(g) ANY WARRANTIES ARISING FROM COURSE OF DEALING, PERFORMANCE, OR USAGE.

11A.6. No Legal, Financial, Medical, or Regulatory Advice: The Software does not provide legal, medical, financial, diagnostic, or regulatory advice. The Licensee is solely responsible for verifying the accuracy, suitability, and legality of any results, dashboards, or insights produced by the Software.

11A.7. Third-Party Services and Integrations: The Licensor makes no warranties regarding the availability, performance, continuity, or compliance of third-party services, connectors, APIs, or data sources integrated with the Software. Any third-party failures do not constitute a breach of this Agreement.

11A.8. No Guarantee of Data Accuracy: Datanyx visualizes, transforms, or processes Customer Data as provided by the Licensee. The Licensor does not

guarantee the correctness, completeness, or integrity of Customer Data. The Licensee remains solely responsible for verifying all outputs and results.

11A.9. No Guarantee of Future Features: The Licensor does not warrant or guarantee that any features, enhancements, or roadmap items will be released or delivered, unless expressly agreed in a signed written amendment.

12. LIMITATION OF LIABILITY

12.1. Exclusion of Certain Damages: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LICENSOR BE LIABLE TO THE LICENSEE OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SERVICES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. Cap on Direct Damages: TO THE EXTENT NOT OTHERWISE DISCLAIMED, THE LICENSOR'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES, AND LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE, OR ANY SERVICES PROVIDED HEREUNDER, SHALL NOT EXCEED **THE TOTAL SUBSCRIPTION FEES PAID BY THE LICENSEE TO THE LICENSOR FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM**. THE LICENSEE AGREES THAT THE LICENSOR SHALL HAVE **ZERO LIABILITY** FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE FREE TRIAL OR FREE TIER ACCESS.

12.3. Exclusions from Liability Cap.: THE LIMITATIONS IN THIS SECTION **DO NOT APPLY** TO:

(a) Any breach by the Licensee of its obligations relating to Intellectual Property Rights, Restrictions on Use, Confidentiality, or any form of unauthorized reverse engineering of the Software;

(b) The Licensee's obligation to pay all Fees and charges due under this Agreement; or

(c) Any claim, loss, or damage arising from the Licensee's misuse, alteration, unauthorized integration, or unauthorized distribution of the Software.

12.4. Allocation of Risk: The parties acknowledge and agree that the limitations set forth in this Section 12 are a fundamental basis of the bargain, reflect a reasonable allocation of risk, and that the Licensor's pricing reflects these limitations. The Licensee agrees that the limitations and exclusions of liability specified in this Section 12 will apply even if any limited remedy fails of its essential purpose.

12.5. Application to Affiliates and Personnel: The limitations in this Section apply equally to the Licensor, its parent company, subsidiaries, affiliates, directors, officers, employees, contractors, and licensors, to the extent permitted by law.

12.6. No Limitation for Certain Conduct: NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY FOR:

a. Fraud, fraudulent misrepresentation, or willful misconduct by either party;

b. Death or personal injury caused by a party's negligence to the extent such limitation is prohibited by applicable law;

c. Any liability which cannot be excluded or limited under applicable law; or

d. The Licensee's breach of its payment obligations, or its violation of the Restrictions on Use, Intellectual Property Rights, or Confidentiality provisions under this Agreement.

13. GENERAL PROVISIONS

13.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, negotiations, representations, or understandings, whether written or oral, relating to the Software.

13.2. Amendments and Modifications: The Licensor may modify or update this Agreement from time to time. Any updated version will be published on the Datanyx website (https://www.datanyx.com) and shall become effective thirty (30) days after publication, or upon the Licensee's continued use of the Software after that date, whichever is earlier. The Licensee is responsible for reviewing the Agreement periodically.

13.3. Assignment: The Licensee shall not assign, transfer, delegate, or sublicense any rights or obligations under this Agreement without the Licensor's prior written consent. Any attempted assignment in violation of this clause is void. The Licensor may assign or transfer this Agreement, in whole or part, to an affiliate or successor entity in connection with a merger, acquisition, or restructuring.

13.4. Force Majeure: The Licensor shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to natural disasters, acts of government, internet or cloud infrastructure failures, strikes, civil unrest, or other events of force majeure. Performance shall resume once the event has ceased.

13.5. Notices: All notices required under this Agreement shall be in writing and delivered to the email address or registered address of the Parties. Notices to the Licensor must be sent to Tekizma Inc. (doing business as Datanyx), 11921 Freedom Drive, Suite 550, Reston, VA 20190, United States, Attention: Legal, at: legal@datanyx.com or such other address as may be published on the Datanyx website.

13.6. Relationship of the Parties: Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment relationship, or fiduciary relationship between the Parties. Each Party is an independent contractor.

13.7. Severability: If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permitted, and the remaining provisions shall remain in full force and effect.

13.8. Waiver: Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by the waiving Party.

13.9. Third-Party Beneficiaries: Except as expressly stated, no person or entity other than the Parties to this Agreement shall have any rights or benefits under this Agreement.

13.10. Export Compliance: The Licensee agrees to comply with all applicable export and re-export laws and regulations. The Software may not be used, exported, or transferred in violation of applicable law.

13.11. Publicity Rights: Unless otherwise expressly agreed in writing, the Licensor may refer to the Licensee as a customer of Datanyx in its marketing materials, website, proposals, and investor communications. The Licensee may revoke this permission by providing written notice.

13.12. Non-Solicitation: For the duration of the Agreement and for twelve (12) months thereafter, the Licensee shall not solicit for employment any employee of the Licensor who participated in providing services under this Agreement, except through general hiring advertisements.

13.13. Language: This Agreement is drafted in English and shall be interpreted solely in the English language. Any translation provided is for convenience only.

13A. GOVERNING DOCUMENTS AND DOCUMENT HIERARCHY

13A.1. Governing Documents: This SaaS License Agreement is the parent governing document for the relationship between the Licensor and the Licensee. The following documents form part of the overall agreement and are incorporated herein by reference:

(a) Order Form — governs subscription, Licensed Modules, commercial terms, fees, and renewal. Available at: https://www.datanyx.com/legal/order-form.pdf

(b) Data Processing Addendum (DPA) — governs data processing, privacy obligations, and GDPR/HIPAA/CDPA compliance. Available at: https://www.datanyx.com/lega/dpa.pdf

(c) Acceptable Use Policy (AUP) — governs permitted and prohibited uses of the Software. Available at: https://www.datanyx.com/legal/acceptable-use-policy.pdf

(d) Support Policy — governs support tiers, response times, escalation procedures, and maintenance windows. Available at: https://www.datanyx.com/legal/support-policy.pdf

(e) Privacy Policy — governs collection, use, and protection of personal data. Available at: https://www.datanyx.com/legal/privacy-policy.pdf

(f) Statement of Work (SOW) — governs professional services engagements where applicable. Executed separately per engagement.

13A.2. Order of Precedence: In the event of any conflict between the Governing Documents, the following order of precedence shall apply: (1) This SaaS License Agreement; (2) the applicable Order Form; (3) the DPA; (4) the AUP; (5) the Support Policy; (6) the Privacy Policy; (7) the SOW. A higher-ranked document shall prevail unless a lower-ranked document expressly and specifically states that it overrides a particular provision of this Agreement.

14. GOVERNING LAW & DISPUTE RESOLUTION

14.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without giving effect to conflict-of-law principles.

14.2. Jurisdiction: Subject to Section 14.3, the courts located in Fairfax County, Virginia, USA shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.

14.3. Injunctive Relief: Notwithstanding the above, the Licensor may seek immediate injunctive or equitable relief in any court of competent jurisdiction to prevent unauthorized use, access, disclosure, or infringement of the Software, intellectual property, or Confidential Information.

14.4. Dispute Resolution: In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the matter through good faith negotiation for a period of thirty (30) days from the date written notice of the dispute is given. If the dispute is not resolved through negotiation within that

period, either party may pursue its rights through the courts of Fairfax County, Virginia, as set forth in Section 14.2.

14.5. Compliance with Laws: Each Party shall comply with all applicable laws, including data protection laws, intellectual property laws, export regulations, and sector-specific regulations applicable to the Licensee's industry.