

Enterprise Terms

PLEASE READ THESE ENTERPRISE TERMS (“TERMS”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY Omnna, Inc. BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH OMNNA WHICH REFERENCE THESE TERMS (EACH, AN “ORDER FORM”), YOU (“CUSTOMER”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. Order Forms; Access to the Service

Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to Customer’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Omnna grants Customer the right to access and use the services specified in each Order Form (collectively, the “Service,” or “Services”) during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Omnna applicable official user documentation set forth at <http://university.omnna.com> (the “Documentation”).

2. Implementation

Upon payment of any applicable fees set forth in each Order Form, Omnna agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form (“Implementation Assistance”). If Omnna provides Implementation Assistance in excess of any agreed-upon hours estimate, or if Omnna otherwise provides additional services beyond those agreed in an Order Form, Customer will pay Omnna at its then-current hourly rates for consultation.

3. Support; Service Levels

Omnna will provide support and uptime for the Service in accordance with Omnna’s then-current standard Support and Availability Policy set forth at (<http://www.Omnna/supportpolicy>).

4. Service Updates

Omnna may provide updates, new releases, custom enhancements and bug fixes for the Services to its customers generally without additional charge (“Updates”), and such Updates will become part of the Services and subject to this Agreement; provided that Omnna shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Omnna may cease supporting old versions, features or releases of the Services at any time in its sole discretion.

5. Ownership; Restrictions; Feedback; Publicity; Third Party Materials

As between the parties, Omnna (acting on behalf of and holding those rights for Specter Silver, Ltd) retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Omnna for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the “Services” and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may from time to time provide suggestions, comments or other feedback to Omnna with respect to the Service (“Feedback”). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Omnna notwithstanding anything else. Customer shall, and hereby does, grant to Omnna a nonexclusive, worldwide, perpetual, irrevocable, transferable, sub licensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Omnna’s right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar

functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute. Customer acknowledges and agrees that (1) Omna may use Customer's name and logo to refer to Customer as a Omna customer on Omna's website and in other marketing materials, and (2) Omna may issue a press release regarding the parties' relationship hereunder. Customer acknowledges and agrees that: (i) the Service may incorporate or otherwise be integrated with certain information, data and materials provided by third parties (including Omna's suppliers and data vendors, as well as third parties who Customer has contracted with directly) (collectively, "Third Party Materials"); (ii) unless otherwise agreed in writing, Third Party Materials may only be used in conjunction with the Service; and (iii) Customer's use of the Third Party Materials may be subject to additional terms and conditions which are provided by Omna or the applicable third party in connection with such Third Party Materials (collectively, "Third Party Terms"). Customer shall comply with all Third Party Terms, and shall indemnify and hold Omna harmless from and against any Losses (as defined below) arising from Customer's breach thereof. Omna cannot and does not guarantee that the Service shall incorporate (or continue to incorporate) any particular Third Party Materials.

6. Fees; Payment; Audit

Customer shall pay Omna fees for the Service as set forth in each Order Form ("Fees"). Unless otherwise specified in an Order Form, all Fees shall be invoiced monthly in advance and all invoices issued under this Agreement are payable in U.S. dollars within ten (10) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on Omna's net income). All Fees paid are non-refundable and are not subject to set-off. During each Order Form Term, Customer agrees to maintain a complete, clear, accurate record of any and all information required to calculate the amount of any Fees due hereunder. Within five (5) days after receiving Omna's written notice that it wishes to inspect Customer's records, Customer will permit Omna, or persons designated by Omna, to inspect and audit, at Omna's expense, all relevant records relating to Customer's payment of Fees under this Agreement. Any such inspection and audit shall be conducted during regular business hours and in such a manner as to not unreasonably interfere with Customer's normal business activities. If such inspection should disclose that Customer has underpaid the amounts due to Omna under this Agreement, in addition to all other remedies available to Omna under this Agreement and at law, Customer will immediately pay Omna all amounts owed together with interest thereon. In addition, if such inspections should disclose that Customer has underpaid the amounts due to Omna under this Agreement by more than five percent (5%), Customer will promptly reimburse Omna for Omna's actual costs and expenses related to such audit.

7. Restrictions

Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Omna product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Omna may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service (as well as all activity occurring under Customer's account(s), whether or not authorized by Customer), including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (i) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (ii) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

8. Customer Data

For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Omna, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. During each Order Form Term, Omna shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Omna is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to Omna's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Customer acknowledges and agrees that (i) Omna may delete any Customer Data which is still in Omna's possession more than sixty (60) days following termination or expiration of this Agreement, but (ii) during the Order Form Term, Customer may access Customer Data at any time using the default data export functionality provided by the Service. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Omna may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for Omna's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Omna's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Omna in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

9. Term; Termination

This Agreement shall commence upon the effective date set forth in the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on the Order Form (the "Initial Order Form Term"), and (y) following the Initial Order Form Term, shall automatically renew for additional successive periods of one year each (each, a "Renewal Order Form Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Initial Order Form Term or then-current Renewal Order Form Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, (i) Omna may terminate any Order Form or this entire Agreement for any reason or no reason by providing thirty (30) days written notice to Customer, and (ii) Omna may suspend or limit Customer's access to or use of the Service if (A) Customer's account is more than forty-five (45) days past due, or (B) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Omna's ability to provide access to the Service to other customers; provided that in the case of subsection (ii)(B): (a) Omna shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Omna shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Omna shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

10. Indemnification

Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) the Customer Data or Customer's use of the Service (in the case of Customer as Indemnitor), or (ii) the Service (in the case of Omna as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall

be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Omna do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Omna (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Omna, (iv) combined with other products, processes or materials not provided by Omna (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

11. **Disclaimer**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

12. **Limitation of Liability**

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO Omna HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

13. **Miscellaneous**

This Agreement represents the entire agreement between Customer and Omna with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Omna with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of IOWA, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in Dallas County, IOWA. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, this Agreement may be amended only by a written document executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Omna may utilize subcontractors in

the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.