

Software Licence Agreement

This Software Licence Agreement (this “**Agreement**”), is by and between Penfield.AI Inc., an Ontario corporation having its principal place of business at 4504 - 14 York Street, Toronto, Ontario, M5J 0B1 (“**Licensor**”) and their Customer (the “**Licensee**”). Licensor and Licensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions

- (a) “**Authorized User**” means an employee or contractor of the Licensee who the Licensee permits to access and use the Software and/or Documentation pursuant to Licensee’s licence hereunder.
- (b) “**Documentation**” means Licensor’s user manuals, handbooks, and installation guides relating to the Software provided by Licensor to Licensee either electronically or in hard copy form.
- (c) “**Software**” means the product described in Exhibit A in object code format, including any Updates provided to Licensee pursuant to this Agreement.
- (d) “**Third-Party Products**” means any third-party products described in Exhibit A provided with or incorporated into the Software, including any open source software available under the GNU Affero General Public Licence (AGPL), GNU General Public Licence (GPL), GNU Lesser General Public Licence (LGPL), Mozilla Public Licence (MPL), Apache Licence, BSD licences, or any other licence that is approved by the Open Source Initiative.
- (e) “**Updates**” means any updates, bug fixes, patches, or other error corrections to the Software that Licensor generally makes available free of charge to all licensees of the Software.

2. Licence

- (a) **Licence Grant.** Subject to and conditioned on Licensee’s payment of Fees and compliance with all other terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicenseable, and non-transferable (except in compliance with Section 12(i)) licence during the Term to: (i) use the Software solely for Licensee’s augmentation of internal staff as it pertains to tasks performed within Licensee’s Cybersecurity Operation Centre leveraging the capabilities of Penfield.AI agreed upon by both parties in this document, up to the number of Authorized Users set forth in Exhibit A; and (ii) use and make a reasonable number of copies of the Documentation solely for Licensee’s internal business purposes in connection with Licensee’s use of the Software. The total number of Authorized Users is set forth in Exhibit A, except as expressly agreed

to in writing by the Parties and subject to any appropriate adjustment of the licence fees payable hereunder. Licensee may make one copy of the Software solely for back-up, disaster recovery, and testing purposes. Any such copy of the Software remains Licensor's exclusive property; is subject to the terms and conditions of this Agreement; and must include all copyright or other proprietary rights notices contained in the original.

- (b) **Use Restrictions.** Licensee shall not use the Software or Documentation for any purposes beyond the scope of the licence granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (c) **Reservation of Rights.** Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software.
- (d) **Delivery.** Licensor shall deliver the Software electronically, on tangible media, or by other means, in Licensor's sole discretion, to Licensee within one-hundred and twenty (120) days following the Effective Date. Risk of loss of any tangible media on which the Software is delivered will pass to Licensee on delivery to carrier.

3. Licensee Responsibilities

- (a) **General.** Licensee is responsible and liable for all uses of the Software and Documentation resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Licensee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Licensee will be deemed a breach of this Agreement by Licensee. Licensee shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.
- (b) **Third-Party Products.** Licensor may distribute certain Third-Party Products with the Software. For purposes of this Agreement, such Third-Party Products are subject to their own licence terms and the applicable flow through provisions referred to in Exhibit A. If Licensee does not agree to abide by the applicable terms for such Third-Party Product, then Licensee should not install or use such Third-Party Products. The Software also contains certain open source software identified on Exhibit A. Licensee understands and acknowledges that such open

source software is not licensed to Licensee pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or licence. Licensee shall have only such rights and/or licences, if any, to use the open source software as set forth in the licences referenced in Exhibit A.

4. Support

Licensor shall provide Licensee with the support services described on Exhibit A for one year following the Effective Date and thereafter, according to the Initial and Renewal Term in Exhibit A, solely if Licensee purchases additional support services.

5. Fees and Payment

- (a) **Fees.** Licensee shall pay Licensor the fees (“**Fees**”) set forth in Exhibit A without offset or deduction. Licensee shall make all payments hereunder in Canadian dollars on or before the due date set forth in Exhibit A. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Licensor may charge interest on the past due amount at the rate of five percent (5%) calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) if such failure continues for sixty (60) days following written notice thereof, Licensor may prohibit access to the Software until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to the Software.
- (b) **Taxes.** All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all goods and services, harmonized sale, sale, service, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial or territorial governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor’s income.
- (c) **Auditing Rights and Required Records.** Licensee agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Licensor may, at its own expense, on reasonable prior notice, periodically inspect and audit Licensee’s records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Licensee has underpaid Licensor with respect to any amounts due and payable during the Term, Licensee shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Such inspection and auditing rights will extend throughout the Term of this Agreement and continue for a period of two (2) years after the termination or expiration of this Agreement.

6. Confidential Information

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a nonconfidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party’s Confidential Information to any person or entity, except to the receiving party’s employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder.

Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback

- (a) Licensee acknowledges that Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation and, with respect to Third-Party Products, the applicable third-party licensors own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
- (b) **Feedback.** If Licensee or any of its employees or contractors sends or transmits any communications or materials to Licensor by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Licensor is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Licensee hereby assigns on its behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Licensor is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts,

techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

8. **Warranty Disclaimer**

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED “AS IS” AND LICENSOR HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL CONDITIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. **Indemnification**

(a) **Licensor Indemnification.**

- (i) If such a claim is made or appears possible, Licensee agrees to permit Licensor, at Licensor’s sole discretion, to (A) modify or replace the Software or Documentation, or component or part thereof, to make it noninfringing, or (B) obtain the right for Licensee to continue use. If Licensor determines that none of these alternatives is reasonably available, Licensor may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee.
- (ii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (i) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing; (ii) modifications to the Software not made by Licensor; (iii) use of any version other than the most current version of the Software or Documentation delivered to Licensee; or (iv) Third-Party Products.

- (b) **Licensee Indemnification.** Licensee shall indemnify, hold harmless, and, at Licensor’s option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Licensee’s, or any Authorized User’s: (i) negligence or willful misconduct; (ii) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement; (iii) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing; (iv) modifications to the Software not made by Licensor; or (v) use of any version other than the most current version of the Software or Documentation delivered to Licensee, *provided that* Licensee may not settle any Third-Party Claim against Licensor

unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

- (c) **Sole Remedy.** THIS SECTION 9 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. **Limitations of Liability**

IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE, OR EXEMPLARY DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSEE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

11. **Term and Termination**

- (a) **Term.** The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until one (1) year from such date (the "**Term**"), as described in Exhibit A. This Agreement will renew for up to one (1) additional successive one (1) year term as described in Exhibit A, unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").
- (b) **Termination.** In addition to any other express termination right set forth in this Agreement:
- (i) Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Licensor's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(b) or Section 6;
 - (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure,

- remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, the licence granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 6, Licensee shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the Licensor that the Software and Documentation has been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.
- (d) **Survival.** This Section 11(d) and Section 1 (Definitions), Section 5 (Fees and Payment), Section 6 (Confidential Information), Section 7 (Intellectual Property Ownership), Section 8 (Warranty Disclaimer), Section 9 (Indemnification), Section 10 (Limitations of Liability), and Section 12 (Miscellaneous) survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous

- (a) **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.
- (b) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered

mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

- (c) **Force Majeure.** In no event shall Licensor be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, epidemics, pandemics, including the 2019 novel coronavirus disease (COVID-19) pandemic, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo (each, a "**Force Majeure Event**").]
- (d) **Amendments and Modifications.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- (e) **Waiver.** No waiver by any Party of any of the provisions hereof will 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 rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will 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.
- (f) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (g) **Governing Law.** This Agreement and all exhibits and schedules attached hereto and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).
- (h) **Choice of Forum.** Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties

irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

- (i) **Assignment.** Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Licensor. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- (j) **Export Regulation.** The Licensee shall not itself, or permit any other person to export, re-export, or release, directly or indirectly, the Software to, or make the Software accessible from, any jurisdiction or country to which the export, reexport, or release is prohibited by applicable law, rule, or regulation or without first completing all required undertakings (including obtaining any necessary export licence or other governmental approval).
- (k) **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 (Confidential Information) or, in the case of Licensee, Section 2(b) (Use Restrictions), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- (l) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

A-10
EXHIBIT A

5. SUPPORT SERVICES

1. Scope of Support Services

The following support services are included in the licence granted pursuant to this Agreement:

- (a) Telephone or electronic support in order to help Licensee locate and correct problems with the Software.
- (b) Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.
- (c) All extensions, enhancements and other changes that Licensor, at its sole discretion, makes or adds to the Software and which Penfield furnishes, without charge, to all other licensees of the Software who are enrolled in Software Support and Maintenance.
- (d) Replacement of the Software at no charge if the media becomes destroyed or damaged so that the Software becomes unusable.
- (e) Up to three (3) dedicated contacts designated by Licensee in writing that will have access to support services.
- (f) Onboarding and change management to utilize the Penfield tool
- (g) Required integration to onboard the product, along with required maintenance and support for new tool integrations agreed upon by both parties

2. Response and Resolution Goals

For the purposes of this Section 2:

“**Problem**” means a defect in Software as defined in Licensor’s standard Software specification which significantly degrades such Software.

“**Fix**” means the repair or replacement of Software component to remedy a Problem.

“**Workaround**” means a change in the procedures followed or data supplied by Licensee to avoid a Problem without substantially impairing Licensee’s use of the Software.

“**Respond**” means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.

Problem Severity	Response Goals	Resolution Goals
1 - The production system is creating a significant impact to the Licensee's business function preventing that function from being executed.	Licensor will respond within 2 business hours	Upon confirmation of receipt, Licensor support personnel begins continuous work on the Problem, and a customer resource must be available at any time to assist with problem determination. Licensor's Customer Support team will provide reasonable effort for Workaround or Fix within 24 hours, once the Problem is reproducible or once we have identified the Software defect. Licensor may incorporate Fix in future release of software.
2- The production system or application is moderately affected. There is no workaround currently available or the workaround is cumbersome to use	Licensor will respond in 4 business hours	Licensor's Customer Support team will provide reasonable effort for Workaround or Fix within 7 business days, once the Problem is reproducible. Licensor may incorporate fix in future release of software
3. The production system or application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.	Licensor will respond within 8 business hours	Licensor's Customer Support team will provide reasonable effort for Workaround or Fix within 10 business days, once the Problem is reproducible. Licensor may incorporate Fix in future release of software.
4. Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications	Licensor will Respond within 24 business hours	Resolution of Problem may appear in future release of software. Enhancement requests out of turn from product roadmap will go through a change management process agreed upon by the Parties.

3. Accessing Support

Licensor's Customer Support team offers several ways to resolve any technical difficulties. The support email address is support@penfield.ai and the support phone number is 1-833-473-6343.

6. CLIENT REQUIREMENTS

The licensee will:

- (a) Completion of knowledge transfer survey
- (b) Provide the Licensor continuous product feedback;
- (c) Serve as a client reference for the Licensor's prospective investor due diligence interview
- (d) Participation in deployment. Ex. Analysts