GAMMA TECHNOLOGIES

SOFTWARE LICENSE AGREEMENT

June 1, 2025

This VTC Solution Sdn. Bhd. ("VTC") Software License Agreement ("Agreement") is made and entered into by the Licensee identified in the Schedule ("Licensee") and VTC. This Agreement supersedes any previously executed Agreement or other master agreement(s) entered into by the Parties regarding this subject matter.

VTC is an authorized distributor for Gamma Technologies, LLC ("Software Owner"), which developed and/or exclusively owns all rights, titles, and interests in and to various computer-aided software programs which VTC licenses on behalf of Software Owner.

By installing and using Software Owner's Software as distributed by and obtained from VTC, you are acknowledging your agreement with and acceptance of the terms found herein. If you are accepting this Agreement on behalf of your company, government, university, or other entity, you are binding that entity to the obligations found in this Agreement and must be authorized to do so.

***1. Grant of License*.**

(a) Subject to the terms and conditions of this Agreement and Licensee's payment of all required fees, VTC hereby grants to Licensee a non-exclusive, non-transferable license to use the software programs described on the Schedule (defined below) (collectively, the "Software") for an annual lease term, unless otherwise noted in a time frame as specified on that Schedule ("License Term"). Notwithstanding the foregoing, Software Owner shall remain the exclusive owner and holder of all right, title, and interest in and to the Software and accompanying user documentation. Licensee shall have the right to install and use the Software, in object-code form, only at the locations as set forth on the Schedule document attached to VTC purchasing documentation, including but not limited to the VTC quotation ("Schedule"). Licensee shall not have the right to assign, transfer, sell, sublicense, lease, rent, pledge, or share the Software, the accompanying user documentation or any of Licensee's rights under this Agreement.

(b) Licensee is responsible for the use of the Software by all its Authorized Users, as defined in the Schedule. This includes but is not limited to keeping the Software and its user documentation confidential and preventing the unauthorized use, copying, and disclosure by its Authorized Users. Licensee will use the Software only for Licensee's own internal purposes and will not make all or any part of any Software available to any third person other than the Authorized Users. Licensee will not (and will not attempt to nor allow any third party to or attempt to) adapt, alter, amend, modify, decode, translate, disassemble, decompile, reverse-engineer or create derivative works based on any of the Software, in whole or in part, or to copy any of the Software or user documentation.

***2. End-User Support and Additional Fees*.**

(a) For Licensee's leased Software, subject to Licensee's payment of all required fees, VTC shall provide reasonable end-user support to Licensee during the License Term. Such Support shall consist of VTC's provision of advice by telephone or e-mail with respect to code installation and other matters relating to the use of the Software ("Support"). VTC and its affiliates shall provide support during their respective local business hours, as determined solely by VTC. During the License Term, VTC shall also provide Licensee, at no additional cost, with any updated versions of the Software developed by Software Owner, with the exception of updates representing significant expansions in design capabilities, which may be subject to additional fees. Such updates that are subject to additional fees will not be provided without Licensee's prior written consent.

(b) For Licensee's perpetual Software, if applicable, VTC shall provide reasonable end-user Support to Licensee for as long as all required maintenance fees have been paid and are current for all licenses. Provided that all required maintenance fees have been paid and are current for all licenses, VTC shall also provide Licensee, at no additional cost, with any updated versions of the Software developed by Software Owner, with the exception of updates representing significant expansions in design capabilities, which may be subject to additional fees. Such updates that are subject to additional fees will not be provided without Licensee's prior written consent. Should Licensee elect to discontinue receiving maintenance by ceasing to pay maintenance fees, Licensee shall no longer have access to support, nor will it receive any updates/upgrades. Maintenance fees on perpetual licenses may only be discontinued for all perpetual licenses and not on an individual license basis. Should Licensee wish to resume maintenance for perpetual licenses, this resumption shall include all such perpetual licenses and Licensee will have to pay the maintenance fees for the time maintenance was discontinued plus current maintenance fees based on then current prevailing pricing. Should Licensee have both leased and perpetual licenses, maintenance fees may not be discontinued for any perpetual licenses while Licensee still maintains leased licenses.

(c) Support and Software updates, scans, bug fixes, and other upgrades shall only apply to the most current release of the Software and the three most recent versions prior to the current Software release. VTC is not obligated to provide Support during any lapse in timely renewal and payment for Services and/or license.

(d) VTC shall not be required to adopt Licensee's billing process or to use Licensee's preferred billing portal. If VTC, at its sole discretion, agrees to depart from this aspect of its standard billing process, Licensee agrees that (i) VTC shall not be charged for any such of a portal platform; (ii) the remainder of VTC's standard billing process will remain the same; and (iii) VTC shall not be obligated to agree to or comply with any additional terms and conditions governing the use of the portal.

(e) Licensee acknowledges that VTC may transmit and store Licensee data and information, including but not limited to personally identifiable and confidential information ("Licensee Information") in VTC-sanctioned management systems for the purpose of allowing VTC to provide full service and support capabilities to the Licensee while maintaining a secure environment that protects Licensee Information. Licensee agrees that such transmission shall not be considered a disclosure of Confidential Information to a third party under this Agreement, nor under any applicable non-disclosure agreement and that Licensee will be responsible for obtaining the consent of Licensee's employees so that VTC may process this information and transfer it outside of the country of the information's origin. VTC hereby agrees to use Licensee data and information only for the purpose of providing the Software and end user support to the Licensee as provided hereunder and to abide by the laws applicable to the processing and protecting personal data, including the General Data Protection Regulations and the EU Standard Clauses (SCC) where necessary. VTC's Data Processing Agreement can be found on its website Terms & Conditions - Gamma Technologies. Any third-party processors as well as the geographical location where personal data is processed outside of VTC-sanctioned management systems shall be disclosed in an Exhibit attached hereto. Should an employee of Licensee wish to be forgotten, that employee should provide VTC with notice, but any further voluntary email or other communication from such employee to VTC shall be deemed to consent to VTC's processing his/her/their

3. REPRESENTATIONS AND INDEMNIFICATIONS.

(a) VTC represents and warrants that it has the right to distribute the Software and that the Software does not infringe any patent, copyright, or other proprietary rights of any third party. If Licensee receives a notice or claim that its usage of the Software infringes the copyright or intellectual property rights of a third party, the Licensee shall inform VTC within ten (10) days from the receipt of such notice or claim. Licensee shall fully cooperate with VTC and Software Owner for the defense of such a claim and grant the right for final decision with the Software Owner. VTC and/or Software Owner shall bear the costs in connection with such defense. VTC and Software Owner have no indemnity obligation or liability for any infringement claims based on (a) the use of a suspended or altered release of any Software if the infringement would have been avoided by the use of a current, unaltered release of the Software; (b) the use of the Software other than in accordance with this Agreement, Schedule, and user manuals; (c) the combination of the Software with other software, hardware or cloud solutions not provided by VTC where the combination, and not the Software alone, causes the infringement; and/or (d) any Software provided on an evaluation basis.

(b) Licensee acknowledges and agrees that the Software constitutes sophisticated, computer-aided engineering tools that are approximate in nature and depend on a high degree of end-user engineering experience, training, and skills to produce accurate design trends. Licensee represents and warrants that the persons using the Software possess, and will continue to possess, all required experience, training, and skills to use the Software. Licensee shall defend, indemnify, and hold VTC and Software Owner harmless from and against any and all claims, demands, causes of action, liabilities, damages, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to Licensee's use of the Software and the utilization of the results thereby generated. Notwithstanding the foregoing, Licensee's indemnification obligations shall be proportionally allocated where VTC's gross negligence or willful misconduct has been adjudicated as contributing to such liability.

(c) Licensee represents (i) that it is not, nor is it owned or controlled by, a person or entity appearing on the sanction list administered by the U.S. Department of the Treasury, the U.S. Department of Commerce's Bureau of Industry & Security, or the U.S. State Department screening list; (ii) that it will not use in or for the benefit of, or transfer the software to, any location (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine), person, or entity that is subject to sanctions or a denial of export privileges administered by the United States or any other authority having jurisdiction over Licensee's activities; (iii) that it will not use nor facilitate use of the software in any manner that would cause a violation of 15 C.F.R. § 744.3 (imposing certain restrictions relating to rocket, ballistic missile, space launch, and unmanned air vehicle activities), or other applicable law; and (iv) that, if any representation in this paragraph shall cease to be accurate during any time when this license is in effect, Licensee shall promptly notify VTC and stop using the software. VTC and/or Software Owner may also, with or without notice, limit the geographical availability of the Services due to regulatory obligations at its own discretion. Licensee shall indemnify, defend, and hold VTC harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of the representations set forth in this paragraph, including any violation of applicable export control laws and regulations.

***4. LIMITED WARRANTY*.** VTC warrants for the sole benefit of Licensee that the Software shall, during the License Term, operate materially as described in the applicable user documentation. If the event of a breach of the foregoing warranty, Licensee may return the Software to VTC for correction and subsequent return to Licensee. Licensee acknowledges and agrees that the foregoing constitutes Licensee's **sole and exclusive remedy** in the event that the Software fails to operate materially as described in the applicable user documentation. Licensee further acknowledges and agrees that VTC shall have no obligation under said limited warranty if the Software has been modified by anyone other than VTC or Licensee has combined the Software with other software not provided by VTC. This warranty shall only apply to the most current release of the Software provided to Licensee and three most recent versions prior to the most current release. This warranty will not apply if VTC has notified Licensee in writing that VTC no longer supports the operating system version on which such Software is licensed or if the reason for issuing the warranty would have been avoided by using a current, unaltered release of the Software. VTC does not warrant the accuracy, or the applicability of the results obtained from the use of the Software or user manuals. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS HEREBY LICENSED "AS IS," AND VTC HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, RELATING TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. Notwithstanding anything to the contrary contained in this Agreement. VTC's and Software Owner's cumulative liability to Licensee and any third party with respect to any matter arising from or relating to this Agreement, including this limited warranty, shall not exceed the licensing fees paid by Licensee to VTC for the use of the Software, and in no event shall VTC nor Software Owner be liable for any indirect, incidental, consequential, special or exemplary damages, or damages for lost data or profits, even if they have been advised of the possibility of such damages or losses. No other documents or oral conversations, statements or representations will be offered by Licensee as evidence to explain, expand, alter, add to or invalidate the limited warranty above. For the avoidance of doubt, Licensee and Software Owner do not have a contractual relationship and Licensee has no standing to engage Software Owner directly in any cause of action.

5. Third-Party Software.

(a) The Software may contain third-party software that requires notice and/or compliance with additional terms and conditions. Such required third-party software notices and/or terms and conditions are located in a library file within the Software and are made a part of and incorporated by reference into this Agreement. By executing this Agreement, Licensee acknowledges and accepts the additional terms and conditions, if any, set forth therein.

(b) VTC and Software Owner provide no warranty or maintenance obligations for any third-party software. Periodic changes to the Software package or the unavailability of sublicensing for third-party software may require Licensee to obtain, at its own expense, separate versions of third-party software if Licensee wishes to continue using them. If any third-party software becomes unavailable, Licensee may be required to discontinue its use. Should VTC be unable to continue sublicensing a third-party software product to Licensee, VTC may terminate the sublicense for such software upon reasonable notice to Licensee.

6. Evaluation License. VTC, at its discretion, may make software products and services available to Licensee on an evaluation basis ("Evaluation Products") for up to thirty (30) days, unless otherwise agreed upon by the Parties ("Evaluation Period"). During the Evaluation Period: (i) Licensee may use the Evaluation Products solely to consider their potential future licensing and usage; (ii) Licensee will not use the Evaluation Products for production purposes; and (iii) Licensee will not input any Confidential Information into the Evaluation Products. All Evaluation Products are provided "as is" without warranty of and kind, and VTC and Software Owner will have no liability for any harm or damage arising out of or in connection with any Evaluation Products. If the evaluation leads to a sale, final product pricing will be provided via a VTC quotation and determined based on license quantities and the geographic location(s) of the user base. Licensee agrees to the terms and conditions of this Agreement while utilizing the evaluation license.

7. Fees. Unless otherwise noted in the Schedule, Licensee shall pay VTC in accordance with normal processes and procedures for all amounts within thirty (30) days of receipt of the VTC invoice. Should Licensee fail to provide payment within the time frame provided, VTC shall, at its sole discretion, assess a late payment fee of five percent (5%) APR for every month the payment has not been received.

8. Divestiture.

(a) In the event a part of Licensee's business using the Software is divested and spun-off into its own entity ("New Entity"), VTC will allow for a temporary grace period during which the New Entity may utilize Licensee's license pool at no additional charge, provided that the New Entity agrees in a writing provided to VTC to adhere to all of the terms and conditions of this Agreement. This grace period shall last until the time when Licensee's licenses are up for renewal, but in no event longer than one year from the date of notification.

(b) If Licensee or a part of Licensee's business using the Software is sold to or acquired by another entity ("Sold Entity"), VTC will allow for a temporary grace period during which the Sold Entity may utilize Licensee's license pool at no additional charge, provided that the Sold Entity agrees in a writing provided to VTC to adhere to all of the terms and conditions of this Agreement. During this grace period, the Sold Entity may only utilize the software for the Sold Entity's benefit, and not for the use or benefit of the entity which acquired the Sold Entity ("Parent Entity"). Only the Sold Entity's employees are permitted access to and use of the Software during the grace period, and in no circumstances shall the Parent Entity access or use the Software. This grace period shall last for one (1) month, where during the grace period, the Sold Entity and VTC may collaborate to amend this current Agreement for continued license usage, pending VTC's consent, which will not be unreasonably withheld. Licensee acknowledges that VTC's refusal of consent will not be deemed unreasonable in the event of, but not limited to, an acquisition by a VTC competitor or a sanctioned U.S. entity.

(c) At the end of either grace period, the New Entity or Sold Entity may no longer access or use the Software without its own licenses. Licensee may, at the time of renewal following such divestiture, reduce the number of licenses commensurate with the changes made; however, should this reduction result in the number of licenses falling below the number needed to retain the current pricing package, VTC reserves the right to negotiate a new pricing package in line with the then current pricing model. VTC will not refund any prepaid license fees. Licensee acknowledges that this Agreement and the licenses granted hereunder are non-transferrable and non-assignable by Licensee (including by asset sale, merger, change of control, operation of law or otherwise); nevertheless, the Parties agree to enter good faith negotiations to consider an assignment of this Agreement to an acquiring company or New Entity or Sold Entity.

(d) Should Licensee acquire a business that already has its own VTC Software licenses, the Parties hereto agree that such license pools may be kept as is, without any shared access. Should Licensee and the acquired entity wish to share or combine license pools, a corresponding adjustment to pricing shall take place before such access is allowed, and the newly combined entity shall enter into a new Schedule/Software License Agreement with VTC.

9. License Restrictions.

(a) For use outside of the United States, license(s) are intended for use solely with regard to commercial/civil applications.

(b) If Licensee holds multiple licenses, the licenses may not be combined on a server hosting any other VTC license and must remain installed on a separate server.

(c) Licensee will not copy, duplicate, transfer, record, or disclose to any third party the Software or any other VTC proprietary information, nor will Licensee or any other party otherwise exploit this license, including but not limited to use for product comparison, capabilities analysis, or other similar misuses.

(d) Licensee will not use the Software to analyze its capabilities in order to implement these capabilities in or improve the capabilities of any other software or assist others in doing so.

(e) Licensee will not allow access to the Software or any other VTC or Software Owner proprietary information related to any VTC product to any other department of Licensee involved in the development of software, any non-authorized Licensee affiliate, or any other third party.

(f) Licensee agrees that any breach of this Agreement will cause irreparable harm to VTC and Software Owner and shall entitle VTC/Software Owner to obtain an injunction against Licensee, in addition to pursuing any other available and appropriate remedies.

10. Usage Reporting. During the License Term, Licensee shall maintain complete and accurate records of usage which shall include all of the locations and users accessing and utilizing the Software. Upon VTC's request at any time and for any reason, Licensee shall provide detailed license usage information within fifteen (15) business days demonstrating such usage record. In the event of Licensee's non-compliance with the terms of this Agreement and/or the Schedule, VTC, at its sole discretion, reserves the right to take corrective action including but not limited to invoicing Licensee for the use by unauthorized locations or users, terminating the license, and/or exercising all rights and remedies available to it.

11. Audit Rights. VTC shall have the right to inspect Licensee's facilities and records to verify Licensee's compliance with this Agreement and the Schedule. The audit shall be conducted upon seven (7) days prior notice, during normal business hours and in such manner as to not interfere unreasonably with the operations or to endanger confidential information of Licensee. VTC may remotely monitor Licensee's use of the Software to ensure compliance with the Agreement, provided that VTC will not access Licensee's network, systems, or devices in connection with such monitoring. If such inspection reveals Licensee is non-compliant with this Agreement, VTC may exercise any or all rights and remedies available to it, including but not limited to the right to recover lost profit.

12. Consulting Services. If Licensee engages VTC to perform or deliver consulting services ("Services"), the specific terms governing those Services are set forth in the Master Service Agreement ("MSA") located at MSA_March-2025.pdf which are incorporated herein. In the event of any conflict between this Agreement and the MSA, the terms of this Agreement shall prevail.

13. SaaS Products. Should Licensee lease a VTC-product under VTC's Software as a Service ("SaaS") offerings, the following terms shall apply:

(a) During the term of this Agreement, Licensee's employees may access and use VTC's cloud-based computing service (the "SaaS Product"), as hosted by VTC or Licensee via an industry-recognized third-party host vendor ("Host Vendor"). VTC retains all right, title, and interest in and to the SaaS Product, including without limitation all software included in and used to provide the SaaS Product and all logos and trademarks reproduced through the SaaS Product. Licensee shall not have the right to reproduce, modify, distribute, or publicly display/perform the software included in the SaaS Product, nor shall it have any other right to the SaaS Product not specifically set forth herein.

(b) Should the SaaS Product be hosted by VTC, authorized employees of Licensee as provided in the Schedule of this Agreement shall be permitted to access the SaaS Product from or in any location with the exception that Licensee's employees will not access or use the SaaS Product in any location currently subject to sanctions or a denial of export privileges administered by the United States or other governmental authority having jurisdiction in the matter; such locations include but are not limited to Russia, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine. Additionally, Licensee's employees may not access the SaaS Product from or in locations where VTC and/or Software Owner utilizes a distributor, including China, South Korea, and Japan. This global usage permission does not extend to other Software Owner-related product(s) that Licensee may license, and it is not applicable if Licensee hosts the SaaS Product, in which case access is limited to Licensee's employees at Licensee's location(s) as specified in the Schedule .

(c) Licensee shall not permit or take any action that would result, directly or indirectly, in (1) Licensee's ability to use a higher number of SaaS Product licenses than was purchased by Licensee via accepted purchase order processed by VTC; (2) the Licensee's employees being able to share a SaaS Product license login or allow one login to be used by more than one individual user (but logins may be reassigned to new users who are replacing former users who shall no longer be permitted to access the SaaS Product license); (3) unauthorized users, including without limitation any third party, gaining access to the SaaS Product license. Licensee shall not create Internet "links" to the SaaS Product or frame or mirror any part of the SaaS Product, including any other content contained in the SaaS Product, on any other server or device. Licensee shall not use the SaaS Product or permit the SaaS Product to be used in such a way that violates this Agreement.

(d) Subject to the terms and conditions of this Agreement, Licensee grants to VTC, Software Owner, and its Host Vendor the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print, modify or otherwise use Licensee data solely to the extent necessary to provide the SaaS Product to Licensee. Licensee acknowledges and agrees that Licensee data and information regarding Licensee and Licensee's employees that is provided to VTC, Software Owner, and its Host Vendor in connection with this Agreement may be (a) processed by VTC, Software Owner, and its Host Vendor to the extent necessary to provide the SaaS Product and (b) transmitted to where the Software Owner and/or Host Vendor's equipment is located. In addition, Licensee acknowledges and agrees that it is Licensee's obligation to inform its employees regarding the processing of Licensee data and information pursuant to this Agreement and to ensure that such employees have given any necessary consent to such processing as required by all applicable data protection legislation. Licensee agrees that the right to the Licensee data shall survive termination of this Agreement solely for the purpose of storing backup Licensee data in accordance with the terms of this Agreement.

(e) Licensee understands that the technical processing and transmission of Licensee's electronic communications is fundamentally necessary to Licensee's use of the SaaS Product, and expressly consents to any and all such necessary electronic communication. Licensee acknowledges and understands that Licensee's electronic communications will involve transmission over the internet, and over various networks, only part of which may be owned and/or operated by VTC and/or Software Owner. Licensee acknowledges and understands that changes to Licensee's electronic communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Licensee further understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Licensee agrees that VTC and Software Owner are not responsible for any electronic communications and/or Licensee data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by VTC and/or the Software Owner. Each party shall maintain commercially reasonable administrative, physical, and technical safeguards to secure and protect Licensee's data hosted and otherwise processed for Licensee's use of the SaaS Product. In no event shall VTC or Software Owner be liable for any security or loss of Licensee data or other data transmitted on networks not owned or operated by VTC or Software Owner (such as Licensee owned or controlled systems, servers, or platforms).

(f) VTC and Software Owner may transfer data provided by the Licensee, including personal data, to locations outside the European Union (EU) for processing and storage as necessary for the provision of the cloud-based service. Additionally, third-party service providers engaged by VTC or Software Owner who are subject to confidentiality obligations may also access and process such data for the purpose of providing services related to the cloud-based service. VTC and Software Owner shall process any personal data in accordance with applicable data protection laws and regulations, ensuring reasonable security measures are in place. Licensee provides its consent to such data transfers and third-party access.

(g) In the event that VTC incurs any significant increased cost from Host Vendors or annual support fees during the term of this agreement, VTC reserves the right to pass these costs onto the Licensee upon mutual agreement of the Parties.

(h) Licensee acknowledges that the on-premise software has specific functionalities that, when used with the SaaS Product, could potentially present increased security concerns, including but not limited to the use of user defined functions. Licensee hereby assumes all responsibility and liability that may arise from the use of such functionalities. Licensee agrees that VTC and Software Owner are not responsible for any issue that arises from such use of the SaaS Product, and indemnifies, defends, and holds VTC and Software Owner harmless from any claims, demands, causes of action, liabilities, damages, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to Licensee's use of the SaaS Product.

14. Virtual and Undongled Physical Machines. Should Licensee opt to utilize a single license server machine via virtual machine ("VM") or undongled physical machine ("UPM"), such use is subject to the following conditions:

(a) Licensee must complete the applicable VM-UPM form with the machine's details and submit it to VTC Licensing. VTC Licensing must approve the details to ensure the machine is supported before issuing the license file.

(b) Licensee shall initially receive a mandatory one-month temporary license to test the VM/UPM; the full VM/UPM license will be issued no earlier than at the end of the one-month term and upon successful completion of such test.

(c) Absent exigent circumstances, the VM/UPM shall be in use for no less than the remainder of the current license term; mid-license term transfer to a different VM/UPM is not permitted.

(d) Should Licensee be unable to guarantee that the same license server will be in use for the full license term, Licensee will inform VTC of such, and VTC will issue the license in short term increments, at VTC's sole discretion.

(e) Should Licensee opt for full license term issuance but then request a mid-license term transfer, VTC reserves the right to charge Licensee a fee for such transfer that shall be calculated based on the term remaining and product quantity.

(f) Licensee should use an operating system supported by the most recent version of the Software. The use of an older operating system is at the Licensee's risk, and compatibility is not guaranteed as Software Owner enhances its licensing tools.

(g) VM may only be served from a single instance, no duplication is allowed.

(h) At no time may the Licensee share the license file with any individual who does not have a need to administer the license server.

(i) Access to the license server must be restricted to those parties who have authorized access to the license, as provided on the Schedule.

(j) Licensee's use of a virtual machine does not alter the number of licenses that Licensee may utilize. At no time shall Licensee take any action that would result, directly or indirectly, in Licensee's ability to use a higher number of licenses than was purchased by Licensee via the VTC quotation.

15. Confidentiality. All information disclosed to the other party shall be deemed confidential and proprietary. Such information includes, but is not limited to, trade secrets, know-how, technical specifications, processes, design information, customer lists, pricing and financial information concerning the party's products or services, other information relating to business development, operations, marketing, sales, performance, and any other information disclosed hereunder, which, by nature, might reasonably be presumed to be proprietary in nature (herein after referred to as "Confidential Information").

(a) All Confidential Information, unless otherwise specified in writing, shall remain the property of the disclosing party, shall be used by the receiving party only for the purpose of simulation services, software capabilities, possible use cases, and support issues, and, at the request of the disclosing party, such Confidential Information, including all copies thereof, shall be destroyed or returned to the disclosing party, with the limited exception of confidential information in electronic archives that are created based on a routine backup schedule.

(b) The receiving party shall provide at a minimum the same care to avoid disclosure or unauthorized use of the Confidential Information as is provided to protect its own similar Confidential Information, but in no event less than a reasonable standard of care. It is agreed that all Confidential Information shall be retained by the receiving party in a secure place with access limited to only those employees of the receiving party who need to know such information for purposes of this Agreement. For purposes of this Agreement, VTC affiliates shall not be considered a third party.

(c) The obligations of confidentiality hereunder shall not apply to information that: (i) was already in the possession of a Party without restriction on its use or disclosure prior to the receipt of the information from the other Party; (ii) is or becomes available to the general public through no act or fault of the Party receiving the Confidential Information; (iii) is rightfully disclosed to a Party by a third party without a known restriction on its use or disclosure; (iv) is independently developed by employees and/or consultants of a Party who have not had access to the other Party's Confidential Information; or (v) is required to be disclosed pursuant to judicial or governmental decree or order, provided that the other Party is given prompt notice of and the opportunity to defend against disclosure pursuant to such decree or order.

(d) The requirements of this Section shall survive the termination of the Agreement for a period of three (3) years

(e) Any breach or threatened or attempted breach of this Section may result in irreparable harm. If a court of competent jurisdiction finds that the receiving Party has breached (or attempted or threatened to breach) any of such obligations, the receiving Party agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling its performance and restraining it from any further breaches (or attempted or threatened breaches).

16. Intellectual Property Rights.

(a) Licensee acknowledges and agrees that, as between the Parties, Software Owner retains all right, title and interest in and to the Software, SaaS Product and all intellectual property rights therein and thereto. VTC and Software Owner grant no, and reserve any and all, rights other than the limited rights expressly granted to Licensee under this Agreement with respect to the Software and SaaS Product, as applicable.

(b) Licensee may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to VTC with respect to the Software, SaaS Product or other VTC products and services. Licensee hereby grants to VTC and Software Owner a royalty-free, fully paid up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to copy, distribute, transmit, display, perform, create derivative works, and otherwise fully exploit the Feedback for any purpose, including to develop and improve VTC's products and services.

17. Code of Conduct. Licensee acknowledges and has read through VTC's Code of Conduct for Business Partners which can be found at https://www.VTCisoft.com/code-of-conduct/. Should Licensee have its own Code of Conduct, both Parties acknowledge the individuality of each other's Code of Conduct and agree to adhere to their own respective Codes of Conduct. Each party commits to conduct business in accordance with ethical standards, promoting fair practices, integrity, and compliance with applicable laws and regulations. VTC disclaims any adoption of or adherence to Licensee's Code of Conduct without its explicit written consent otherwise.

18. Term. Subject to VTC's right to terminate this license in the event of a breach by Licensee of any of its obligations under this Agreement, the duration of the license hereby granted is equal to the License Term. Upon the termination or expiration of the license hereby granted, Licensee shall immediately discontinue using and return all of the Software and user documentation to VTC; permanently expunge from Licensee's computers and otherwise destroy all copies of the Software; and, upon request by VTC, certify in writing that Licensee has fully performed each of the foregoing measures.

19. Insurance Coverage. During the term of this Agreement, the Parties will maintain commercially reasonable insurance coverage as required by law in connection with its performance under the Agreement.

***20. Security*.** The Parties agree that each shall implement reasonable security measures to protect the other Party's Confidential and Proprietary Information and any associated data from unauthorized access, use, disclosure, modification, or destruction, including but not limited to: following industry standard security protocols, updating software and security patches, and maintaining a secure network environment.

***21. Notices*.** All notices under this Agreement shall be in writing and sent by email or by recognized overnight delivery service to the party at its last known address. Any notice sent by email shall be deemed delivered upon its transmission during regular business hours and confirmation that it has been received. Any notice sent by a recognized overnight delivery service shall be deemed delivered when received and signed for by the recipient party.

***22. Interpretation of Agreement*.** This Agreement shall be governed by and construed in accordance with the laws of India, without regard to principles of conflict of laws. If any provision of this Agreement is held invalid, illegal, or unenforceable, it shall be deemed stricken from this Agreement without in any way affecting or impairing the validity, legality, and enforceability of the remaining provisions hereof.

22. Execution. This Agreement may be executed via the Schedule in counterparts and multiple originals, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement. In the event that any signature to this Schedule/Agreement is delivered by use of an electronic signature or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature or ".pdf" signature page was an original thereof. No party shall raise the use of an electronic signature or e-mail delivery of a ".pdf" format data file to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of an electronic signature or e-mail delivery of a ".pdf" format data file as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

***23. Entire Agreement*.** This Agreement, together with the Schedule and VTC purchasing documentation, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, commitments, and agreements with respect to the subject matter hereof. Neither this Agreement nor the Schedule may be amended or rescinded except by a written instrument signed by an authorized representative of each party. No changes to this Agreement shall be effective unless acknowledged and signed by VTC, and VTC reserves the right to change the terms, conditions, and notices under which the VTC website is offered. Without limiting the generality of the foregoing, no term or condition contained in any purchase order or other documentation of Licensee shall be binding upon VTC nor the Software Owner, regardless of whether such purchase order has already been or is hereafter acknowledged by VTC.