LIGHTBULB ANALYTICS

MASTER SERVICES AGREEMENT

This Master Services Agreement is between the entity (“Customer”) stated on the Order Form ("Order Form"), and Lightbulb Analytics (“Lightbulb Analytics”). It consists of the terms and conditions listed below, as well as the details on the Order Form (together, the "Agreement"). It is effective on the date the Order Form is signed by both parties (“Effective Date”). Customer’s right to use the products and Services is conditioned upon acceptance of this Agreement.

The following terms shall apply to the software products, hardware products, and professional services on the Order Form as applicable:

- Attachment 1 Software License Terms
- Attachment 2 Software Maintenance Terms
- Attachment 3 Professional Services Terms
- Attachment 4 Hosting Terms
- Attachment 5 Hardware Terms

1. FEES AND PAYMENT. For recurring Services, unless otherwise stated in the Order Form, Lightbulb Analytics shall invoice Customer in advance. All invoiced fees shall be due and payable within 30 days of the date of an invoice. For Professional Services, invoices shall be sent either monthly or upon completion of milestones (as defined in the Statement of Work or on the Order Form) and include charges defined in the Order Form unless otherwise specifically stated in the Order Form. All payments shall be made in British Pound Sterling without deduction for any taxes or withholding or other offset.

Any undisputed amounts not paid when due will be subject to interest accrued, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by Lightbulb Analytics, at the lesser of (a) 1.5% per month, or (b) the highest rate under applicable law.

Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. Lightbulb Analytics reserves the right to suspend or terminate this Agreement and Customer access to the Services if the Customer account becomes delinquent and is not cured within 10 days of notice of non-payment. Customer will continue to be charged and hereby agrees to pay for Services during any period of suspension. Customer’s failure to pay any invoice after this 10 day period shall constitute a material default hereunder and shall entitle Lightbulb Analytics to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or Lightbulb Analytics initiate termination under any provision of the Agreement other than under the Termination for Default Section, Customer will be obligated to pay the balance due for the remainder of the term for its account computed in accordance with the Order Form. Customer agrees that it shall be billed for such unpaid fees. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make all payments due under the Agreement pending the resolution of the dispute.

2. TAXES. Except as otherwise specified the prices stated do not include any sales, value added or other similar taxes, duties, or brokerage fees now in force or which may be enacted in the future, and may be applicable to the sale, delivery, or use of products and Services supplied by Lightbulb Analytics. Unless the Customer provides a valid tax exemption certificate and in the event Customer’s tax exemption status changes, Customer expressly agrees to pay to Lightbulb Analytics, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Lightbulb Analytics.

In no event whatsoever shall Lightbulb Analytics be liable for sales, use, business, gross receipts or any other tax that may be levied by any government entity against a contractor to such governmental entity other than taxes upon income earned by Lightbulb Analytics for the goods and/or Services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or Services that may be provided by Lightbulb Analytics under any later Order Form or amendment hereto regardless of changes in legislation or policy.

In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by Lightbulb Analytics to Customer (other than those taxes levied on Lightbulb Analytics income), Customer shall reimburse Lightbulb Analytics for any such additional tax, including interest and penalties thereon.
Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by Lightbulb Analytics to Customer (except those taxes relating to Lightbulb Analytics income), Lightbulb Analytics shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

3. TERM. The Term of the Agreement shall commence as of the Effective Date and shall continue for 3 years or another agreedupon fixed term (“Initial Term”) unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive 1-year terms unless or until either party provides the other party with written notice of non-renewal at least 90 days prior to the end of the then-current term.

4. TERMINATION FOR DEFAULT. A Default shall occur if: (1) a party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof, except for non-payment as provided in Section 1; or (2) an error that prevents use of the Software in a material aspect due to an integration with third party software and such

failure remains uncured for 60 days after receipt of written notice thereof; or (3) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

If Default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

If Customer terminates this Agreement other than pursuant to this Section, a Service Termination Fee equal to 100% of the current Maintenance and Hosting fees times the number of remaining years in the Term of this Agreement.

5. **INTELLECTUAL PROPERTY.** Customer and Lightbulb Analytics shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property. The Services performed, code developed and any Intellectual Property produced pursuant to this Agreement ("Developments") are not "works for hire," or any similar concept throughout the world, and Lightbulb Analytics is the sole owner of all right, title and interest in such Developments. If for any reason any Developments may be considered "works made for hire" and/ or there are any rights in the Developments that accrue to the Customer, then the Customer hereby irrevocably assigns and agrees to assign any and all of rights, title and interest thereto, whether now known or hereafter defined or discovered, to Lightbulb Analytics and the Customer agrees to take such further action, including executing such instruments and documents as Lightbulb Analytics may reasonably request, to evidence such assignment. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created, discovered, or developed by Lightbulb Analytics in providing the Services.

6. **CONFIDENTIAL INFORMATION.** "Confidential Information" means all information disclosed by either party to the other party, whether orally or in writing, that the other party should reasonably understand to be confidential. Each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Statement of Work. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.

Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.

Because of the unique nature of the Confidential Information, each party agrees that the disclosing party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section, and that monetary damages may be inadequate to compensate the disclosing party for such breach. Accordingly, the recipient agrees that the disclosing party may, in addition to any other remedies available to it, be entitled to injunctive relief.

7. **NONSOLICITATION.** During the term of this Agreement, and for 1 year thereafter, Customer shall not solicit the employment of, or contract for the Services of, any person who is/was an employee, agent, or subcontractor of Lightbulb Analytics during the term of this Agreement. Nothing in this section shall prohibit Customer from placing a bona fide public advertisement for employment which is not specifically targeted at Lightbulb Analytics employees and Customer shall not be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.

8. **GOVERNING LAW; VENUE.** The Agreement shall be governed by and construed in accordance with English law. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the courts of England. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

9. **ASSIGNMENT.** Neither the Agreement, in whole or in part, nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of Lightbulb Analytics, which approval may be withheld in the reasonable judgment of Lightbulb Analytics. Customer agrees that Lightbulb Analytics may assign its obligations to a third party subject to Customer's written approval of such change, but Lightbulb Analytics shall remain responsible for performance under the Agreement. All fees will remain intact as outlined in the Order Form. Notwithstanding the above restrictions, in the event of an assignment or novation of this Agreement to a Lightbulb Analytics affiliate pursuant to an internal corporate reorganization, Lightbulb Analytics shall not require Customer's prior written consent.

10. **SEVERABILITY.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

11. **ENTIRE AGREEMENT.** The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder. It is understood that terms and conditions, if any, included in Customer's purchase order or similar document are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement.

12. **FORCE MAJEURE.** Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods,

power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labour disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labour, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"), however, nothing in this section shall relieve Customer of the obligation to make payments for any products or Services provided by Lightbulb Analytics. Any delays caused by a Force Majeure Occurrence shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

13. LIMITATION OF LIABILITY. Customer agrees that Lightbulb Analytics' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Agreement or any amendment to this Agreement, from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to Lightbulb Analytics in the 12 months preceding the date on which the claim arose. In no event shall Lightbulb Analytics be liable for (a) special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or Services, loss or corruption of data, or interruption or loss of use of Software or any portion thereof or (b) any damages (regardless of their nature) for any delay or failure by Lightbulb Analytics to perform its obligations under this agreement due to any cause beyond its reasonable control, regardless of the legal theory under which such damages are sought even if Lightbulb Analytics has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Lightbulb Analytics will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to Customer's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

Lightbulb Analytics does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. Lightbulb Analytics shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet or of any mobile or wireless network.

14. WAIVER. No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

15. AMENDMENTS, SUPPLEMENTS. The Agreement may be amended or supplemented only in a writing signed by the parties' authorized representative(s).

16. BINDING EFFECT, BENEFITS. The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

17. HEADINGS. The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.

18. AUTHORIZATION. Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

19. RELATIONSHIP OF PARTIES. The relationship of the parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

20. CONFLICTING PROVISIONS. This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any Attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein. Any terms in a Customer purchase order are deemed to be for Customer's own use and are specifically rejected by the Terms of this Agreement.

21. COUNTERPARTS. The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. SURVIVAL. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.

23. NOTICE. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) 3 days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated on the Order Form. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

24. DISPUTES. In the event of any dispute arising in the performance of this Agreement, Lightbulb Analytics and the Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

25. COUNSEL. By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

Attachment 1 – Software License Terms

1. **SOFTWARE LICENSE**

A. Subject to the terms and conditions set forth in this Agreement, Lightbulb Analytics grants to Customer a limited, non-exclusive, perpetual (subject to the Termination section of this Attachment below) non-transferable, non-sublicensable license to the Lightbulb Analytics software ("Software") for the number of units specified in the purchase order ("Order Form"). Unless agreed otherwise, Lightbulb Analytics' Software is normally licensed on a monthly basis per vehicle/unit (Active Equipment Unit License). The license to the software granted to Customer shall be specified on the Order Form with overview of license types (to the extent applicable) described below. Except as provided above, use of Software in excess of limits defined in the Order Form requires additional licensing fees. Customer's license is to use the Software in its own business; Customer has no right to use the Software in processing work for third parties.
   i. "Concurrent License" – means a license for an authorized user of the Software/Services, provided that the number of simultaneous users may not exceed the number of licenses purchased. Each simultaneous login to the Software (through active browser sessions) shall be deemed to constitute one Concurrent License.
   ii. "**Active Equipment Unit License**" – means a license per asset that Customer has purchased. Customer must purchase a license for each Active Equipment Unit to be covered by the Software. Active Equipment Units are vehicles or assets that are active in the customer's fleet in that work is performed or activity about the asset is reported on a recurring basis. Sold, retired or permanently inactive units do not count as Active Equipment Units and the historical information of these assets can reside in the database.
   iii. "Enterprise License" – The Enterprise License is a license for the Software that allows for an unlimited number of users and tracks an unlimited amount of assets. Pricing is based on the population of the city, town, region, fleet, college, university, department, etc. (Population Base) the Customer utilizes the Enterprise License to cover. Customer must promptly purchase an Enterprise License reconciliation if Customer's Population Base increases beyond the Customer's licensed limits for any reason, including, but not limited to a material increase in Population Base, use of the Software to provide Services to an additional population or merger of the Customer with any other entity that increases the population served by the Software.

B. For Customer hosted instances of the Software, Customer shall have the right to use only one copy or image of the Software for production purposes and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. Lightbulb Analytics Hosted Software is subject to the Hosting Terms Attachment.

C. Software may be licensed on a per-seat basis, a number of Active Equipment Unit basis, or other basis as described on the Order Form ("License Restriction"). Customer may increase the License Restriction at any time by executing a subsequent Order Form and paying in full the applicable fees. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted, but shall not include retired equipment.

D. If any third-party Software is provided to Customer pursuant to this Agreement, such license shall be in accordance with terms set forth in the Order Form.

E. "Source Code" shall mean Software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such Software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.

F. Except as expressly authorized under this Agreement, Customer shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the Software.

Except for the license specifically granted by this Agreement, Lightbulb Analytics retains all right, title and interest in the Software (including object-code and source code formats), the documentation and all related materials and all intellectual property rights worldwide to the Software and the Documentation. Customer received no other license, express or implied, than what is expressly set forth in this Section.

2. NON-DISCLOSURE

A. Subject to the other paragraphs in this Section, Customer agrees that the Software shall be held in confidence by Customer and shall not be disclosed to others without the prior written consent of Lightbulb Analytics, which may be withheld by Lightbulb Analytics in its sole discretion. This obligation to hold confidential does not apply to any portion of the Software (1) developed by Customer and in Customer's possession prior to the receipt of same from Lightbulb Analytics; (2) which at the time of disclosure is part of the public domain through no act or failure to act by Customer; or (3) which is lawfully disclosed to Customer without restriction on further disclosure by another party who did not acquire same from Lightbulb Analytics.

B. Lightbulb Analytics provides documentation for the Software electronically. The Customer may copy, in whole or in part, any such documentation relative to the Software for Customer's internal use consistent with this Agreement.

C. Customer's records with regard to use of the Software shall be made available to Lightbulb Analytics at all reasonable times at Lightbulb Analytics' request to audit Customer's compliance with this Agreement, and Customer shall certify to the truth and accuracy of such records.

3. LIMITED WARRANTIES

A. Software Warranty. Lightbulb Analytics represents that it has the right to license the Software to Customer as provided in the Software License Section. Lightbulb Analytics further represents that the Software will conform to the description contained in the documentation provided or published by Lightbulb Analytics ("Documentation") In the event the Software fails to conform to the description contained in the Documentation, Lightbulb Analytics' sole obligation shall be to correct the errors as detailed in this Section. This limited warranty is in lieu of all liabilities or obligations of Lightbulb Analytics for damages arising out of or in connection with the delivery, use or performance of the Software. This warranty extends for a period of 90 days following the date the Software is made available to Customer, but in no event later than one (1) year from the date of execution of this Agreement.

B. Intellectual Property Indemnity. Lightbulb Analytics will defend, at its own expense, any action brought against Customer to the extent that it is based on a claim that the Software supplied by Lightbulb Analytics infringes a Worldwide patent or copyright, and Lightbulb Analytics will pay those costs and damages finally awarded against Customer in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that Lightbulb Analytics shall be promptly notified in writing by Customer following its receipt of any such claim; (2) that Lightbulb Analytics shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in Lightbulb Analytics' opinion is likely to become, the subject of a claim of infringement of a Worldwide patent or copyright, then Customer shall permit Lightbulb Analytics, at its option and expense, either to (A) procure for Customer a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for Customer a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be 5 years. Lightbulb Analytics shall have no liability to Customer under any provision of this clause with respect to any claim of patent or copyright infringement that is based on Customer's unauthorized use or combination of the Software with Software or data not supplied by Lightbulb Analytics as part of the Software.
Lightbulb Analytics' indemnification obligation under this section shall not exceed one million dollars in the aggregate.

C. Unless prohibited by applicable law, Customer agrees to indemnify and defend Lightbulb Analytics against any claims made by any third party against Lightbulb Analytics arising out of Customer's use of the Software unless such claims are due to the negligence or willful misconduct of Lightbulb Analytics.

D. During the warranty period, in the event that the Customer encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, Lightbulb Analytics sole responsibility under this Limited Warranty is as follows:

- **i.** In the event that, in the mutual and reasonable opinion of Lightbulb Analytics and the Customer, there exists an error or nonconformance to the Documentation, Lightbulb Analytics will take such steps as are reasonably required to correct the error with due dispatch.
- **ii.** In the event that, in the mutual and reasonable opinion of Lightbulb Analytics and the Customer, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, Lightbulb Analytics will correct the error and distribute the correction to the Customer in accordance with Lightbulb Analytics' normal Software revision schedule.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. LIGHTBULB ANALYTICS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LIGHTBULB ANALYTICS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL LIGHTBULB ANALYTICS BE LIABLE UNDER THIS WARRANTY FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT LIGHTBULB ANALYTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

B. The license conveyed pursuant to this Attachment may be terminated by Lightbulb Analytics in the event of breach or default by Customer under this Agreement provided Lightbulb Analytics notifies Customer in writing of the breach or default and Customer does not correct same within 30 days of Lightbulb Analytics' written notice.

C. In addition, Customer shall have the right to terminate the Software License at any time; provided such termination shall not relieve Customer of its obligations to pay any remaining unpaid balance.

D. All Software and Documentation shall be and will remain the property of Lightbulb Analytics. Upon termination of this Agreement, whatever the reason, such Software and Documentation and any copies thereof made by Customer pursuant to the Non-Disclosure Section of this Attachment above shall be promptly returned to Lightbulb Analytics.

Attachment 2 – Software Maintenance Terms

1. **Term.** Maintenance shall commence immediately upon the Effective Date and shall have a term of 12 months. The term shall automatically renew each year thereafter for an additional 12-month period unless terminated as set forth below.

2. **Correction of Deviations.** In the event that the Customer encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to Lightbulb Analytics. Upon receipt, Lightbulb Analytics will respond as follows:

a. In the event that, in the mutual and reasonable opinion of Lightbulb Analytics and the Customer, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, Lightbulb Analytics will correct the Deviation and distribute the correction to the Customer in accordance with Lightbulb Analytics' normal Software revision schedule.

b. In the event that, in the mutual and reasonable opinion of Lightbulb Analytics and the Customer there exists a Deviation that does constitute a serious impediment to the normal, intended use of the Software, Lightbulb Analytics will take such steps as are reasonably required to correct the Deviation.

3. Software Revisions and New Versions

a. The Software may be revised by Lightbulb Analytics as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

i. Revisions that the Customer is obliged to implement ("Mandatory Revisions"); ii. Revisions that may be implemented by the Customer at its option ("Optional Revisions").

No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions while under a current Maintenance Agreement.

b. New products ("New Products") may be added to the Software by Lightbulb Analytics from time to time. Compared to a Revision, New Products substantially improve the performance of the Software and/or substantially increase its functionality and capability. Lightbulb Analytics, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.

4. Support Ticket Assistance. Lightbulb Analytics, at its expense, shall make available technically qualified personnel to respond to all reasonable support requests via support ticket software such as Asana, etc. Monday through Friday, excluding Bank holidays, during normal UK business hours, that may be made by the Customer relating to the application and operation of the Software. At other times such personnel are available by pager for emergencies.

5. Technical Literature. Lightbulb Analytics shall make available to the Customer all technical literature in electronic format that is considered by Lightbulb Analytics to be relevant to the Software and its use within the scope of Customer's operations.

6. Proper Use

a. Customer shall not modify the Software or Source Code as defined in the Software License Terms Attachment unless specifically authorized by Lightbulb Analytics in writing.

b. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of Lightbulb Analytics.

c. In the event that the Customer or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although Lightbulb Analytics is not obligated to correct such misuse, Lightbulb Analytics shall be entitled to attempt to correct the situation, if possible, at Customer's expense.

d. In the event that diagnostic assistance is provided by Lightbulb Analytics, which, in the reasonable opinion of Lightbulb Analytics and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Customer's expense.

7. Software Maintenance Fee – Paid Up License. In consideration of the Maintenance Services to be provided by Lightbulb Analytics for the initial 12-month period hereunder, Customer shall pay to Lightbulb Analytics the amount set forth in the Order Form or Invoice. For each 12-month period thereafter, Customer will pay to Lightbulb Analytics fees in accordance with this Agreement.

8. Additional Software Maintenance Fee – Paid Up License. In the event the Customer acquires Lightbulb Analytics Software licenses in addition to the Software previously provided under this Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the Customer shall pay an additional annual Maintenance fee in an amount equal to 20% of the then current license fee for the Additional Software at the time of acquisition.

In the event that Customer purchases any custom interfaces, APIs or other Software (Developed Software), Lightbulb Analytics may also charge maintenance on the Developed Software in an amount equal to 20% of the cost of the Developed Software.

9. Other Fees and Expenses. If onsite maintenance is required, Customer will pay reasonable travel and living expenses of Lightbulb Analytics' employees or agents, which shall be billed and paid as the expenses are incurred.

10. Payment Terms.

a. Annual payments for Maintenance will be due in advance of the commencement of the initial 1-year term of the Maintenance and on each anniversary thereafter.

b. Lightbulb Analytics reserves the right to increase the annual Maintenance fee by providing Customer written notice of the increase at least 30 days prior to any scheduled renewal date.

11. Default and Termination.

a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least 90 days prior to any scheduled renewal date. Failure to provide such notice in the designated timeframe will not relieve Customer of the obligation for the full amount for the renewal period and termination notice will be applied to the following renewal term.

b. Lightbulb Analytics may cancel Maintenance in the event that the Customer does not implement a Mandatory Revision within 60 days of receipt thereof or such longer period as Lightbulb Analytics may consent to in writing. In the event that Customer does not implement a Mandatory Revision within 30 days following receipt of written notice from Lightbulb Analytics of Customer's failure to implement a Mandatory Revision, Lightbulb Analytics may then cancel Maintenance, effective immediately, by notice in writing to the Customer.

c. In the event of any breach of the terms and conditions of this Agreement by the Customer, Lightbulb Analytics will, by written notice to the Customer, give the Customer a period of 30 days within which to institute remedies to correct such breach. In the event

that such breach has not been corrected to Lightbulb Analytics' satisfaction within said 30 day period, Lightbulb Analytics may then cancel Maintenance, effective immediately, by notice in writing to the Customer.

d. In the event that Maintenance is terminated by Lightbulb Analytics, Lightbulb Analytics shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by Lightbulb Analytics pursuant to the provisions of this Agreement shall be without prejudice to any right or recourse available to Lightbulb Analytics, and without prejudice to Lightbulb Analytics' right to collect any amounts, which remain due to it hereunder.

Attachment 3 – Professional Services Terms

1. Services / Statement of Work. Lightbulb Analytics will perform the Professional Services ("Services") described in the Statement of Work and/or Order Form ("Statement of Work"). The terms of this Attachment shall control any additional or future Statements of Work that may be executed by the parties during the Term of the Agreement. No Statement of Work shall be of any force and effect unless and until executed by both Lightbulb Analytics and Customer.

2. Price and Payment Term

a. Each Statement of Work will either be on a time and material basis or a fixed price basis, specified in the Statement of Work. The Statement of Work may or may not include a definitive list of "Deliverables" that must be completed by Lightbulb Analytics. In some instances, the Statement of Work will include a date by which "Deliverables" must be completed.

b. In the event that Services result in greater Lightbulb Analytics duties than contemplated by the Statement of Work, Customer will work closely and in good faith with Lightbulb Analytics to modify the Statement of Work to ensure that the Customer's requirements are addressed and Lightbulb Analytics' fees shall be adjusted to reflect increased Customer requirements.

c. Unless specifically addressed in the Statement of Work, all travel and expenses incurred will be extra and billed at the time of incurrence.

d. The preferred means of payment is by electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH).

e. Custom modules, interfaces and other Software can be placed under the Lightbulb Analytics Software Maintenance program.

f. Bill to Address. The invoice will be mailed (or emailed) to the Customer address (or email address) on the Order Form unless otherwise indicated in the Statement of Work.

3. Resources to be Provided by Customer

a. Customer shall provide, maintain and make available to Lightbulb Analytics, at Customer's expense and in a timely manner, the resources described in this Section, the Statement of Work, and such other additional resources as Lightbulb Analytics may from time to time reasonably request in connection with Lightbulb Analytics performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

b. Customer will designate qualified Customer personnel or representatives to consult with Lightbulb Analytics on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.

c. Customer shall furnish access to Customer's premises, and appropriate workspace for any Lightbulb Analytics personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.

d. Customer shall meet all assumptions noted on the Statement of Work.

4. Subcontractors. Lightbulb Analytics may engage subcontractors to assist in performing Services without the prior written consent of Customer; provided, Lightbulb Analytics shall supervise such sub-contractors and the Services performed by them to the same extent as if Lightbulb Analytics performed the work.

5. Termination for Default. Either party may terminate any Statement of Work if (i) the other party fails to perform a material obligation of the Statement of Work and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching party specifying such failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, Lightbulb Analytics may terminate any Statement of Work effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a Statement of Work shall not terminate this Agreement.

Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Lightbulb Analytics the full value for all goods and/or Services provided to Customer up to and including the date of termination. For avoidance of doubt, where Lightbulb Analytics has not yet completed a milestone documented on the Statement of Work and this agreement is terminated for whatever reason and regardless of the nature of the default (if any), Customer shall pay to Lightbulb Analytics for the work completed up to and including at the time of termination.

6. Termination for Convenience. Notwithstanding any other provision in this Agreement, either party may terminate a Statement of Work by providing a 90-day notice of intent to terminate the Statement of Work.

7. Effect of Termination. The Terms of this Agreement shall survive for any Statement of Work which is still pending at the time of termination until the conclusion of the Statement of Work.

8. Professional Services Limited Warranty

a. Lightbulb Analytics warrants that the Deliverables provided under an Order Form or a Statement of Work authorized under this Attachment shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar Services. In the event of any breach of the foregoing warranty, provided Customer has delivered to Lightbulb Analytics timely notice of such breach as hereinafter required, Lightbulb Analytics shall, at its own

expense, in its discretion either (1) correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by Lightbulb Analytics attributable to the non-conforming Deliverables. No warranty claim shall be effective unless Customer has delivered to Lightbulb Analytics written notice specifying in detail the nonconformities within 90 days after tender of the non-conforming Deliverables. The remedy set forth in this Section (a) is the sole and exclusive remedy for breach of the foregoing warranty.

b. **LIGHTBULB ANALYTICS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.**

c. Customer represents and warrants to Lightbulb Analytics that Customer has the right to use and furnish to Lightbulb Analytics for Lightbulb Analytics use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to Lightbulb Analytics in order for Lightbulb Analytics to perform the Services and to create the Deliverables identified in the Statement of Work.

9. Relationship of Parties. Lightbulb Analytics is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

Attachment 4 - Hosting Terms

1. **AGREEMENT OVERVIEW.** Lightbulb Analytics provides hosting Services ("Data Center") to support customers that wish to outsource the operation and maintenance of the Lightbulb Analytics Software licensed by Customer under separate licensing agreements.

This Agreement, the Service Level Agreement and the Hosting Scope of Service describe the hosting Services to be provided by Lightbulb Analytics ("Hosting Services"), the respective responsibilities of the parties.

2. **SERVICES.** Lightbulb Analytics will perform the Hosting Services as described in the Scope of Services, set forth in below. The scope of Services specifically excludes operation and maintenance of the following:

- Customer Hardware, including Customer's servers, printers, network Hardware (including routers and switches) and other Customer site computing equipment;
- Customer application Software other than noted in the Scope of Services; and
- Customer Local Area Networks ("LAN")
- Customer network infrastructure for connecting to the Internet and to the Data Center

The Services shall be provided subject to the Terms and Conditions, which follow.

3. **FEES AND PAYMENT; COMMENCEMENT.** Customer shall pay Lightbulb Analytics the applicable fees as set forth in the Order Form.

For new Customers, billing for hosting shall commence upon the Effective Date. For existing Customers who are migrating to the hosted environment, billing shall commence when Customer is notified that the hosted production or test environment has been established.

4. **CUSTOMER RESPONSIBILITIES.** The Customer is responsible for:

- Assigning a primary and alternate Customer designated key personnel to coordinate all communications and activities related to Lightbulb Analytics Services.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.
- Installation, operation and maintenance of all workstation Software (and Customer's LAN, existing data communications configuration, Hardware, or Software required at the Customer's site except as otherwise stipulated in the Scope of Services. Lightbulb Analytics network and network responsibility extends from the Lightbulb Analytics routers at Lightbulb Analytics' sites to all connected equipment at Lightbulb Analytics' sites.
- Testing updates and fixes applied by Lightbulb Analytics to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the Lightbulb Analytics at the end of the Customer testing period unless specific problems are documented in writing to Lightbulb Analytics.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the Lightbulb Analytics for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing Lightbulb Analytics of any problems encountered in a timely manner.

5. **OWNERSHIP OF DATA.** Customer shall not obtain any ownership rights, title or interest in the Software, Hardware or systems developed or employed by Lightbulb Analytics in providing Services under the Agreement. Lightbulb Analytics shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, Lightbulb Analytics agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination. Data will be delivered in one of the following formats ASCII comma, separated value (CSV Format) with binary images TIFF, JPG, PDF. Customer requests for data to be provided in any other format are subject to approval by Lightbulb Analytics and may require an additional fee. **Hosting Scope of Services – INTENTIONALLY OMITTED**

[SPACE INTENTIONALLY OMITTED]

The service levels set forth below apply to the Services provided by Lightbulb Analytics under the Agreement:

Service level targets are;

Software Fault Priority Level	Definition	Target Response	Target Resolution
1	Substantial loss of service, or substantial damage to the Customers data, or severe performance degradation, such that the customer is unable to complete their business function.	2 working hours	8 working hours
2	Significant loss of service, or damage to the Customers data, or performance degradation having limited impact, such that the customer can continue their business function but with some loss of business efficiency.	4 working hours	2 working days
3	Loss of service with limited impact, such that the customer can continue with their business function with no loss of business efficiency.	8 working hours	10 working days
4	Request for information, administration or change/enhancement	24 working hours	n/a

Subject to access to Leicestershire system via VPN
As detailed below, "Availability" excludes any on-premises events such as SAN failure, network failure, and/or events outside the Lightbulb Analytics ecosystem and/or outside Lightbulb Analytics control, as described further under "Availability" below.

AVAILABILITY

Lightbulb Analytics will use commercially reasonable efforts to provide Services with an average of 99% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Application during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by Lightbulb Analytics in advance thereof; (b) a Force Majeure Event; (c) non-performance of Hardware, Software, ISP connections, and other equipment that is not provided by Lightbulb Analytics or certified by Lightbulb Analytics for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by Lightbulb Analytics). • "z" is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that Lightbulb Analytics has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Application.

FEE ADJUSTMENT

In the event that Lightbulb Analytics does not meet the Availability levels set forth below, the amount of fees payable by Customer will be reduced as follows:

In the event the average Availability for the Application is less than 99% during any two consecutive quarters, Customer will receive a credit to its account with Lightbulb Analytics of 5% of the amount of a quarter's aggregate Lightbulb Analytics Hosting Services fees paid or payable by Customer to Lightbulb Analytics.

Lightbulb Analytics' obligation to provide Customer with fee adjustments as set forth above is conditioned on Customer providing detailed written notice to Lightbulb Analytics of its contention that Lightbulb Analytics was unable to meet the applicable Availability levels. Upon receipt of such notice, Lightbulb Analytics shall have 30 calendar days to investigate the contention. If, at the end of the 30 calendar day period it is determined that Lightbulb Analytics did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth in this Section of this Attachment shall be Customer's sole remedy and Lightbulb Analytics' entire liability in the event of a breach of this Agreement, including the failure of any Availability measurements to meet the thresholds set forth above.

Attachment 5 – Lightbulb Analytics Hardware Terms

1. **PRICE/SPECIFICATIONS**. Price and specifications are subject to change without notice. Lightbulb Analytics Limited is not responsible for typographical and/or photographical errors.

2. **PAYMENT TERMS**. All Hardware will be billed upon delivery. All Lightbulb Analytics Licenses will be billed upon delivery of Hardware. Please inspect all orders upon receipt.

3. **WARRANTY START DATE**. "Start Date" as used in this policy means the date this product is shipped from Lightbulb Analytics manufacturing plus 3 months or the “Go Live” date, whichever comes first.

4. **LIMITED HARDWARE WARRANTY**. Limited warranty coverage for Lightbulb Analytics is two (2) years for Huf units and five (5) years for Astra units, unless agreed otherwise.. Additional support coverage can be purchased with your Lightbulb Analytics products. Please consult your local Lightbulb Analytics sales professional for annual support and Services fees. The terms and conditions governing your warranty on Lightbulb Analytics products are located below. Such terms and conditions supersede all other terms, unless otherwise agreed by Lightbulb Analytics.

Lightbulb Analytics warrants that the Hardware will be free from defects in materials and workmanship during the warranty period, subject to the following:

(a) Labor and travel costs are not included, unless required under contract specific terms;
(b) Lightbulb Analytics will supply new or rebuilt parts to replace parts that are found to be defective while within the warranty period;
(c) New installations must be registered with within 48 hours of installation to receive warranty benefits, otherwise, the warranty period commences on the date of the invoice;
(d) Online Support is available between the hours of 9:00AM- 5:00PM (UK) Monday through Friday upon a Hardware System Failure;
(e) Lightbulb Analytics will repair or replace such product Hardware within 14 working days of its receipt of the failed Hardware, if in advance of its receipt, such Hardware (1) was evaluated by Lightbulb Analytics Technical Support in person or via telephone, and (2) received a Technical Support RMA number from Lightbulb Analytics;
(f) Further, the product Hardware must be shipped, shipment pre-paid, to Lightbulb Analytics, and the return authorization number must be clearly indicated on the shipping box and papers;
(g) Problems caused by faulty installation are not covered under this warranty. This warranty applies only if the equipment has been installed and used in accordance with the Lightbulb Analytics Installation Manual;
(h) Use of service personnel other than qualified Lightbulb Analytics service providers without prior written approval of the Product Manager will void the warranty claim;
(i) Use of non Lightbulb Analytics replacement parts, defects caused by the use of unauthorized addition of non Lightbulb Analytics parts, or by the unauthorized alteration of parts or equipment will void this warranty;
(j) Damage suffered by equipment resulting from shipping, accident, power surges, neglect, misuse, acts of Nature, or abuse are not covered by this warranty.

5. **LIMITED SOFTWARE WARRANTY**. Lightbulb Analytics provides a 1 year limited Software warranty to licensees of Software accompanying Lightbulb Analytics Hardware. Lightbulb Analytics warrants that the media on which the Software is delivered will be free of defects in material and workmanship for a period of 1 year following delivery of the Software to licensee. Lightbulb Analytics warrants that the Software, when used in accordance with the terms of the Lightbulb Analytics Software license, will operate substantially as set forth in the applicable Lightbulb Analytics Documentation for a period of 1 year following delivery of the Software to licensee.

6. **WARRANTY LIMITATIONS**. Lightbulb Analytics’ warranties as set forth herein are contingent on proper use of the Hardware and Software ("Products") and do not apply if the Products have been modified without Lightbulb Analytics' written approval, or if the Products' serial number label is removed, or if the Product has been damaged. The terms of the Warranty are limited to the remedies as set forth in this Warranty.

THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. LIGHTBULB ANALYTICS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR LIGHTBULB ANALYTICS SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LIGHTBULB ANALYTICS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL LIGHTBULB ANALYTICS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT LIGHTBULB ANALYTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **TECHNICAL SUPPORT ACCESS**. During the warranty period, online ticketing support is offered 5 days per week (9 a.m. to 5 p.m. (UK), Monday through Friday, except holidays). Requests after hours will endeavoured to be returned the next business day. Access to Technical Support after warranty period is on a commercially reasonable basis (unless an Lightbulb Analytics Support Contract is purchased for all systems owned by the customer).

8. **SOFTWARE UPDATES.** During the warranty period, Software updates for system Software and Software products released by Lightbulb Analytics are available by contacting Lightbulb Analytics Technical Support. System Software updates may include applicable minor releases (e.g. Release 2.0 to 2.1) to the Lightbulb Analytics family of products as well as major feature releases (e.g. Release 2.x to 3.0). Customer must have access to the Internet for Web Browser or FTP downloads as directed by

Technical Support. Software updates released after the initial Hardware warranty period are available as an upgrade product for the then applicable list price.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the dates set forth below.

LIGHTBULB ANALYTICS LIMITED		[INSERT CLIENT NAME]	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____