

MIMICA AUTOMATION LIMITED

CUSTOMER AGREEMENT

This Customer Agreement is made and entered into as of [DATE] ("**Effective Date**") between Mimica Automation Limited ("**Mimica**") and the customer identified on the Order Form ("**Licensee**"). The parties agree as follows:

1. DEFINITIONS

1.1 "**Documentation**" means Mimica-provided user documentation, in all forms, relating to the Software (e.g., user manuals, on-line help files).

1.2 "**End User(s)**" means an employee or contractor of Licensee who Licensee permits to access and use the Software and/or Documentation pursuant to, and subject to, the same terms and conditions as those set forth herein.

1.1 "**Error**" means a failure of the Software to materially perform in accordance with the applicable material technical and functional specifications set forth in the Documentation, which failure is reproducible by Mimica on an unmodified copy of the most current version of the Software (excluding faults in the Documentation itself).

1.3 "**Hosted Services**" means the deployment of certain backend software (in executable object code form) that interoperates with the Software ("**Backend Software**"), which is hosted either: (1) on Mimica's cloud environment (a "**Mimica Instance**"); or (2) on information technology infrastructure owned or otherwise controlled by Licensee (a "**Licensee Instance**").

1.4 "**Licensee Data**" means data and information uploaded, submitted, sent, or transmitted by or on behalf of Licensee to Mimica through Licensee's use of the Software and Hosted Services or otherwise collected by Mimica from Licensee's systems in connection with Mimica's provision of the Hosted Services.

1.5 "**Machine Learning**" means the data and information generated or collected by the Software's features and functionalities which are designed to generate statistics and models, to improve algorithms, templates, and other content made available through the Software, and to collect and analyze other information and data based on Licensee's and its End Users' use of the Software.

1.6 "**Order Form**" means the ordering document executed by the parties which specifies, among other things, the Software to be licensed by Licensee under this Agreement, the fees to be paid in connection therewith, and the Scope Limitations (the form of which is attached hereto as *Exhibit A*). Each Order Form is governed by, and subject to, the terms of this Agreement. Once executed by both parties, each Order Form will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Order Forms.

1.7 "**Scope Limitations**" means a limitation on the scope of the licenses granted to Licensee under this Agreement that is specified in the Order Form.

1.8 "**Software**" means the executable object code form of the software product identified on the Order Form and, if Licensee has the right to implement a Licensee Instance, includes the Backend Software.

1.9 "**Support Services**" means the technical support services relating to the Software set forth in *Exhibit B*.

1.10 "**Unauthorized Use**" means any use, reproduction, distribution, disclosure, possession, examination, or other activity involving any part of the Software or Documentation that is not expressly authorized under this Agreement.

2. INTELLECTUAL PROPERTY

2.1 Use of the Software. Subject to the terms and conditions of this Agreement, Mimica grants to Licensee a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.2) license, without right to sublicense, exercisable by and through its End Users, to reproduce, install, and use licensed copies of the Software solely in connection with Licensee's internal business

operations during the term of this Agreement. Licensee's right to use the Software is subject to each Scope Limitation and contingent upon Licensee's compliance with each Scope Limitation.

2.2 Use of the Documentation. Subject to the terms and conditions of this Agreement, Mimica grants to Licensee a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.2) license, without right of sublicense, during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with its internal use of the Software in accordance with the terms of this Agreement.

2.3 License Key. The Software contains a feature that is used to automatically disable the Software to ensure that Licensee does not use the Software longer than the term of, or beyond the scope of, Licensee's license to use the Software. Licensee acknowledges that upon the expiration or earlier termination of Licensee's license to the Software, and if Mimica has not issued Licensee a new license key, the Software may cease to function in some or all respects, and Licensee may lose access to data made with or stored using the Software. Licensee acknowledges that the disabling of the Software is a key feature of the license rights and responsibilities conveyed under this Agreement.

2.4 Reservation of Rights. The Software and Documentation are licensed, not sold, by Mimica to Licensee, and nothing in this Agreement will be interpreted or construed as a sale or purchase of the Software or Documentation. Licensee will not have any rights in or to the Software or Documentation except as expressly granted in this Agreement. Mimica reserves to itself all rights to the Software and Documentation not expressly granted to Licensee in accordance with this Agreement. Mimica retains all intellectual property rights in and to the Software and Documentation. Licensee acknowledges that the Software and Documentation, all copies of the Software and Documentation, and any know-how and trade secrets related to the Software or Documentation are the sole and exclusive property of Mimica and contain Mimica's confidential and proprietary materials. Licensee hereby irrevocably assigns to Mimica all right, title, and interest in and to all authorized derivative works of the Software or Documentation created by Licensee.

2.5 Machine Learning. Mimica is and will remain the sole and exclusive owner of all right, title, and interest in and to the Machine Learning (including all related intellectual property rights) and any and all new products, services, and developments, modifications, enhancements, customizations, or improvements to the Software made based on the Machine Learning. If ownership of any Machine Learning vests with Licensee, by operation of law or otherwise, Licensee hereby does and will irrevocably assign to Mimica all of Licensee's right, title, and interest in and to the Machine Learning (including all related intellectual property rights) (collectively, the "**Machine Learning IP**"). If any of the rights, title, and interest in and to the Machine Learning IP cannot be assigned by Licensee, Licensee hereby grants to Mimica an exclusive, royalty-free, transferable, irrevocable, worldwide, sublicensable, fully paid-up license to fully use, practice and exploit those non-assignable rights, title and interest. Mimica will not use or disclose Machine Learning in any manner that identifies Licensee.

2.6 Feedback. If Licensee or any of its End Users provides Mimica with feedback or suggestions relating to the Software or any other Mimica products or offerings ("**Feedback**"), Licensee hereby grants Mimica an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Software and create other products and services. Mimica will have no obligation to provide Licensee or its End Users with attribution for any Feedback provided to Mimica.

2.7 Hosted Services. The Hosted Services are governed by and subject to the terms and conditions of *Exhibit D*.

2.8 Data Security. Mimica implements and maintains commercially reasonable, industry-standard physical, technical, organizational, and administrative security measures and procedures designed to protect Licensee Data from any unauthorized access, use, acquisition, or disclosure (each such incident a "**Security Breach**"). Upon verifying the occurrence of a Security Breach, Mimica will: (1) promptly (but in any event within 72 hours) notify Licensee of the Security Breach; (2) promptly investigate, and use reasonable skill and care to resolve as soon as practicable, the root cause giving rise to the Security Breach; (3) advise and regularly update Licensee on the status of its remediation efforts at appropriate times; and (4) take reasonable action and precautions intended to prevent recurrence of the Security Breach, such as implementing patches, workarounds, or other updates to the Software that are designed to address the underlying vulnerability giving rise to the Security Breach.

3. LICENSEE OBLIGATIONS

3.1 General Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Licensee will not, and will not permit or authorize third parties to: reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Software; rent, lease, or sublicense the Software or Documentation; use the Software on a service bureau or application service provider basis; provide, divulge, disclose, make available to, or permit the use of the Software by any third party; circumvent or disable any technological or security features or measures in the Software, including, without limitation, to attempt to discern the source code for the Software.

3.2 Proprietary Rights Notices. Licensee will not alter or remove any copyright notice or other proprietary rights notices that may appear on the Software or Documentation.

3.3 Compliance with Laws. Licensee will use the Software and Documentation in compliance with all applicable laws and regulations, and refrain from any unethical conduct or any other conduct that tends to damage the reputation of Mimica.

3.4 Responsibility. Licensee will at all times be responsible and liable for the acts and omissions of its End Users and any act or omission taken by them will be deemed to be taken by Licensee.

3.5 Export. The Software may be subject to United States export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee must comply strictly with all such regulations that are now or later in effect and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Software or Documentation.

3.6 No Warranties. Licensee will not make or publish any representations, warranties, or guarantees on behalf of Mimica concerning the Software or Documentation without Mimica's specific prior written approval.

3.7 Protection against Unauthorized Use. Licensee acknowledges that the Software and any other materials furnished to Licensee by Mimica involve valuable proprietary rights of Mimica. Licensee will, and will require that its End Users, take appropriate steps and precautions to protect the Software. Without limiting the generality of the foregoing, Licensee will, and will require that its End Users, use its best efforts to prevent any Unauthorized Use and immediately notify Mimica in writing of any Unauthorized Use that comes to Licensee's attention. In the event of any Unauthorized Use by anyone who obtained access to the Software directly or indirectly through Licensee or any of its employees, agents, representatives, or contractors (including End Users), Licensee will take, and will require that its End Users take, all steps reasonably necessary to terminate such Unauthorized Use and to retrieve any copy of the applicable Software in the possession or control of the person or

entity engaging in such Unauthorized Use. Licensee will, and will require that its End Users, provide to Mimica such cooperation and assistance related to any such Unauthorized Use as Mimica may reasonably request.

3.8 Other Technology. Licensee hereby acknowledges and agrees that it will be solely responsible for obtaining and maintaining any equipment, software, internet connectivity, networking infrastructure, ancillary services, and other technology not provided by Mimica that are needed to connect to, access, or otherwise use the Software, including as set forth in the related Documentation. Licensee will be solely responsible and liable for implementing, securing, and maintaining such technology, and Mimica will have no liability to Customer for any failure by Licensee to do so.

3.9 Open Source. The Software may incorporate third-party open source software ("**OSS**"), as listed in the Documentation or as specified by Mimica upon prior written request by Licensee. Any use of OSS on a stand-alone basis will be subject to the terms of the applicable OSS license and not this Agreement.

4. MIMICA SERVICES

4.1 Delivery. Mimica has delivered, or will deliver within a reasonable time after the Effective Date, one copy of the Software and Documentation to Licensee.

4.2 Deployment Services. Licensee is solely responsible for deploying the Software for operation (i.e., installation, configuration, testing, etc.) unless Licensee has contracted to have Mimica perform specific deployment services which will be governed by and subject to the terms and conditions set forth in *Exhibit C* ("**Deployment Services**").

4.3 Support Services. For so long as Licensee is current with its payment of the fees specified in the Order Form, Mimica will provide the Support Services during the term of this Agreement in accordance with *Exhibit B*.

5. FEES AND PAYMENT

5.1 Fees and Payment Terms

(i) Licensee will pay Mimica the fees specified in the Order Form and any other amounts owing under this Agreement, plus any applicable sales, use, excise, or other taxes. Unless otherwise specified in the applicable Order Form, Licensee will pay all amounts due within 30 days of the date of the applicable invoice.

(ii) Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Licensee will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Mimica to collect any amount that is not paid when due. Amounts due from Licensee under this Agreement may not be withheld or offset by Licensee against amounts due to Licensee for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Licensee will pay all such amounts in United States dollars, unless a different currency is specified in the applicable Order Form.

5.2 Taxes. Other than federal and state net income taxes imposed on Mimica, Licensee will bear all taxes, duties, and other governmental charges (collectively, "**taxes**") resulting from this Agreement. Licensee will pay any additional taxes as are necessary to ensure that the net amounts received by Mimica after all such taxes are paid are equal to the amounts that Mimica would have been entitled to in accordance with this Agreement as if the taxes did not exist.

5.3 Audit. During the term of this Agreement and for three years thereafter, Licensee will keep current, complete, and accurate records regarding the reproduction, distribution, and use of Software. Licensee will provide such information to Mimica and certify that it has paid all fees required under this Agreement within

five business days of any written request, so long as no more than two requests are made each year. Licensee will, after reasonable prior notice from Mimica, provide Mimica reasonable access to Licensee's premises, records, and personnel so that Mimica may audit and confirm that Licensee complies with this Agreement. If an audit reveals any reproduction, use, or distribution of the Software that is not compliant with this Agreement, Licensee will promptly comply with this Agreement and make an additional payment as contemplated in this Agreement, plus interest at the rate specified in Section 5.1(ii). If the amount of the underpayment is five percent or greater, Licensee will promptly reimburse Mimica for its reasonable costs of conducting such audit.

6. TERM AND TERMINATION

6.1 Term. This Agreement will commence upon the Effective Date and will continue in full force and effect until the expiration or termination of all Order Forms, unless earlier terminated in accordance with the terms and conditions of this Agreement. The initial term of each Order Form will be for the period specified therein ("**Initial Term**"), unless terminated earlier in accordance with the terms of this Agreement. Each Order Form will automatically renew for additional terms equal in length to the Initial Term unless at least 60 days before the end of the then-current term either party provides written notice to the other party that it does not want to renew.

6.2 Termination for Nonpayment. Mimica may, without limitation to any of its other rights or remedies, terminate this Agreement and the applicable Order Form immediately if Licensee fails to timely pay any fees specified in such Order Form or any other amounts owing under this Agreement.

6.3 Termination for Material Breach. Without limiting Section 6.2, either party may terminate this Agreement and the applicable Order Form if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party and such termination will take effect when the breaching party receives written notice of termination from the non-breaching party.

6.4 Post-Termination Obligations. If this Agreement is terminated for any reason, Licensee will pay to Mimica any fees, or other amounts that have accrued prior to the effective date of the termination, any and all liabilities accrued prior to the effective date of the termination will survive, and Licensee will provide Mimica with a written certification signed by an authorized representative certifying that Licensee has destroyed all copies of the Software and Documentation and that all use of the Software and Documentation by Licensee has been discontinued.

7. WARRANTIES AND DISCLAIMER

7.1 Mutual Warranties. Each party represents and warrants to the other that: this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

7.2 Performance Warranty. Mimica warrants to Licensee that the Software will perform without Errors during the six (6) month period following delivery of the Software to Licensee ("**Warranty Period**"). If any portion of the Software fails to conform to the warranty in this Section 7.2, Licensee's exclusive remedy and Mimica's entire liability in contract, tort, or otherwise, will be to use commercially reasonable efforts to provide a correction or workaround for any Error in accordance with *Exhibit B* that is reported to Mimica during the Warranty Period and reproducible by Mimica on an unmodified copy of the most current version of the Software. If, after repeated efforts, Mimica is unable to provide a correction or workaround for a reported Error, then Licensee's exclusive remedy and Mimica's entire liability in contract, tort, or otherwise, will be to terminate this Agreement and to receive a

refund for any pre-paid fees for the Software, which will be pro-rated for the terminated portion of the term of the applicable Order Form. The warranty and remedies set forth in this Section 7.2 will not apply to the extent that a reported Error is caused in whole or in part by: (i) any defect in any portion of any third party or Licensee hardware or equipment; (ii) any modification or enhancement made to the Software by anyone other than Mimica; (iii) any software, hardware, firmware, peripheral, or communications device used in connection with the Software not provided by Mimica; (iv) the failure of Licensee and its Users to strictly comply with the Documentation; (v) the negligence of Licensee, its Users, or any third party; or (vi) Unauthorized Use of the Software. If Mimica determines that any warranty claim reported by Licensee falls within any of the foregoing exceptions, Licensee will pay Mimica for its services at Mimica's hourly rates then in effect to correct the Error.

7.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 7, MIMICA MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. MIMICA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. MIMICA DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. MIMICA DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SOFTWARE WILL BE SECURE OR UNINTERRUPTED. MIMICA EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE LICENSEE'S OR ITS END USERS' USE OF THE SOFTWARE. LICENSEE WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF MIMICA TO ANY THIRD PARTY.

8. INTELLECTUAL PROPERTY INFRINGEMENT

8.1 Infringement Defense. Mimica will defend Licensee and its employees, directors, agents, and representatives ("**Licensee Indemnified Parties**") from any actual or threatened third party claim that the Software infringes or misappropriates any copyright or trade secret of any third party during the term of this Agreement if: the applicable Licensee Indemnified Party gives Mimica prompt written notice of the claim; Mimica has full and complete control over the defense and settlement of the claim; the applicable Licensee Indemnified Party provides assistance in connection with the defense and settlement of the claim as Mimica may reasonably request; and the applicable Licensee Indemnified Party complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

8.2 Infringement Indemnification. Mimica will indemnify each of the Licensee Indemnified Parties against all damages, costs, and attorneys' fees finally awarded against any of them in any proceeding under Section 8.1; all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Mimica's consent after Mimica has accepted defense of such claim); and if any proceeding arising under Section 8.1 is settled, all amounts paid to any third party agreed to by Mimica in settlement of any such claims.

8.3 Exclusions. Mimica will have no obligation under this Section 8 for any infringement to the extent that it arises out of or is based upon: the combination, operation, or use of the Software if such infringement would have been avoided but for such combination, operation, or use; designs, requirements, or specifications for the Software required by or provided by Licensee, if the alleged infringement would not have occurred but for such designs, requirements, or specifications; use of the Software outside of the scope of the license granted to the Licensee; Licensee's failure to use the latest release of the Software or to comply with instructions provided by Mimica, if the alleged infringement would not have occurred but for such failure; any

modification of the Software not made by Mimica where such infringement would not have occurred absent such modification; or Unauthorized Use of the Software; or (vii) any OSS. Licensee will reimburse Mimica for any costs or damages that result from these actions.

8.4 Exclusive Remedy. This Section 8 states Mimica's sole and exclusive liability, and Licensee's sole and exclusive remedy, for the actual or alleged infringement of any third party intellectual property right by the Software.

9. LICENSEE INDEMNIFICATION

9.1 Defense. Licensee will defend Mimica from any actual or threatened third party claim arising out of or based upon the Licensee's use of the Software, a third party's use of the Software (including End Users), or Licensee's or its End Users' breach of any of the provisions of this Agreement. Mimica will: give Licensee prompt written notice of the claim; grant Licensee full and complete control over the defense and settlement of the claim; assist Licensee with the defense and settlement of the claim as Licensee may reasonably request and at Licensee's expense; and comply with any settlement or court order made in connection with the claim.

9.2 Indemnification. Licensee will indemnify Mimica against: all damages, costs, and attorneys' fees finally awarded against Mimica in any proceeding under Section 9.1; all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Mimica in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Licensee's consent after Licensee has accepted defense of such claim); and if any proceeding arising under Section 9.1 is settled, Licensee will pay any amounts to any third party agreed to by Licensee in settlement of any such claims.

10. LIMITATIONS OF LIABILITY

10.1 Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, MIMICA WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF MIMICA IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

10.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL MIMICA'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO MIMICA UNDER THIS AGREEMENT WITHIN 12 MONTHS OF THE DATE UPON A CLAIM IS ASSERTED BY LICENSEE AGAINST MIMICA.

10.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY MIMICA TO LICENSEE AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

11. GENERAL

11.1 Relationship. Mimica will be and act as an independent contractor (and not as the agent or representative of Licensee) in the performance of this Agreement.

11.2 Assignability. Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that a party may assign this Agreement without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees in writing to assume and fulfill all of the assigning party's obligations under this Agreement.

11.3 Subcontractors. Mimica may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Mimica remains responsible for all of its obligations under this Agreement.

11.4 Non-solicitation. During the term of this Agreement and for a period of one year thereafter, Licensee will not, directly or indirectly, employ or solicit the employment or services of a Mimica employee or independent contractor without the prior written consent of Mimica.

11.5 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth on the Order Form and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

11.6 Force Majeure. Mimica will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Mimica's reasonable control, so long as Mimica uses all commercially reasonable efforts to avoid or remove such causes of non-performance ("**Force Majeure Event**").

11.7 Governing Law; Disputes. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of England and Wales, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any dispute between the parties arising under this Agreement will be resolved exclusively by final and binding arbitration conducted in accordance with the then-current Comprehensive Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services ("**JAMS**"). The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, if the Parties cannot agree, an arbitrator appointed in accordance with the JAMS rules. The parties, their representatives, the arbitrator, and other participants shall keep confidential the existence, content, and result of the arbitration. The arbitration will be conducted in the English language; the location of such arbitration shall be in London, England. Each Party will bear its own costs in the arbitration. The arbitrator will have full power and authority to determine issues of arbitrability and to interpret or construe the provisions of the agreement documents and to fashion appropriate remedies (including equitable relief); provided that the arbitrator will not have any right or authority: (i) in excess of the authority that a court having jurisdiction over the parties and the dispute would have absent this arbitration agreement; or (ii) to award damages in excess of the types and limitation of damages found in the Agreement. Judgment upon the award may be entered in any court of competent jurisdiction. Notwithstanding the agreement to arbitrate, each party may apply at any time to a court of competent jurisdiction for appropriate injunctive relief or for other interim or conservatory measures, and by doing so will not breach or waive the agreement to arbitrate or impair the powers of the arbitrator.

11.8 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

11.9 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Software under this Agreement is found to be illegal, unenforceable, or invalid, Licensee's right to use the Software will immediately terminate.

11.10 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

11.11 Entire Agreement. This Agreement, including all Order Forms and exhibits attached hereto, is the final and complete expression of the agreement between these parties regarding the licensing of the Software. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the parties for services relating to the Software that Mimica may provide. No employee, agent, or other representative of Mimica has any authority to bind Mimica with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Mimica will not be bound by, and specifically objects to, any term, condition or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Licensee in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Mimica specifically agrees to such provision in a writing signed by an authorized agent of Mimica.

EXHIBIT A
ORDER FORM TERMS

RECORDER CREDIT TERMS

Licensee is agreeing to purchase a bundle of recorder credits ("**Recorder Credits**") for the Initial Term specified above in the quantities and at the prices listed above. Each one (1) Recorder Credit will enable Licensee to deploy and run either the Miner or Mapper software applications for one (1) Project for one (1) individual person (e.g. an employee). "**Project**" means a distinct internal project to measure and discover automation opportunities using the Miner and/or Mapper software applications which generates a procedural design document (PDD) and typically lasts 1-2 weeks. For clarity, if Licensee runs both Miner and Mapper for the same person, this will deduct a total of two (2) credits from Licensee's available credits. Further, for illustrative purposes, if Licensee runs both Miner and Mapper for the same person for 3 different Projects over the course of a year, this will deduct a total of six (6) credits. If a Project runs longer than thirty (30) calendar days, additional credits will be deducted to reflect additional thirty (30) day recording periods.

Upon the expiration of the Initial Term specified above, Licensee's subscription to the above Recorder Credits will automatically renew for additional terms equal in length to the Initial Term (each, a "**Renewal Term**") and Licensee will be charged for Recorder Credits at the same quantities and prices as above, unless the applicable Customer Agreement (defined below) has been terminated, or the Parties otherwise agree in writing to terminate this Order Form or change the amount of Recorder Credits to be purchased for the Renewal Term.

Any Recorder Credits which remain unused upon the expiration of the Initial Term or any Renewal Term will be forfeited and will not rollover to the immediately following Renewal Term.

Licensee may purchase additional Recorder Credits, subject to Mimica's approval, by executing a new Order Form with Mimica and paying for the additional Recorder Credits. If Licensee has used all of its available Recorder Credits, Licensee is not authorized to run additional Projects, but will be able to view aggregated from the previous Projects so long as an Order Form is active.

Recorder Credits are non-refundable. Upon termination of the Customer Agreement and/or this Order Form, any unused Recorder Credits will be forfeited.

Recorder Credits are non-transferable and may not be sold, exchanged, or otherwise transferred to any third-party.

HOSTED SERVICES

Licensee will receive the following Hosted Services (as indicated below):

☐ Mimica Instance; ☐ Licensee Instance (private cloud deployment)

The Hosted Services will enable Licensee to view aggregate data results collected from the Miner and Mapper software during any Project. Licensee will have the right to access and view the Hosted Services so long as the Customer Agreement is active and there is an active Order Form (regardless of whether or not Licensee has exhausted its Recorder Credits).

GENERAL TERMS AND CONDITIONS

1. By signing this Order Form or submitting a purchase order or other ordering document to Mimica pursuant to this Order Form, Licensee hereby orders from Mimica the subscription to the Software and, if specified, the other services described in this Order Form.
2. This Order Form and Licensee's and its End User's use of the Software and receipt of any related services purchased hereunder is subject to the Customer Agreement entered into by the parties on [DATE] (the "**Customer Agreement**"). In the event of a conflict between this Order Form, as executed by Mimica, and a provision of Customer Agreement, this Order Form will control.
3. All fees are due Net 30 days from invoice date. All payments are non-cancelable and non-refundable. Fees do not include any taxes, duties, or other governmental charges, all of which are Licensee's responsibility.

EXHIBIT B
SUPPORT SERVICES

1. **Definitions.** Unless otherwise defined herein, defined terms shall have the meanings given to them in the Agreement.
2. **Support Services.** Mimica will provide Support Services for the Software in accordance with the provisions of this *Exhibit B*. Unless otherwise agreed to by the parties in writing, Mimica will not assess any additional fees, costs, or charges for such Support Services. Mimica will provide Licensee with telephone and email support 24 hours a day, seven days a week. Telephone and email support consists of: (i) assistance related to questions on the operational use of the Software; (ii) assistance with identifying and verifying the causes of suspected Errors; and (iii) providing workarounds and corrections for verified Errors when reasonably available to Mimica. Mimica will use reasonable efforts to correct (e.g., by providing a workaround or an Error correction) verified and reproducible Errors with a level of effort commensurate with the severity of the Error. Mimica is not, however, obligated to correct all Errors. The parties will comply with the following Error resolution procedures for all Errors reported by Licensee. The provision of the Support Services by Mimica during the term of the Agreement is contingent upon Licensee's performance of its payment and other obligations under the Agreement. Mimica reserves the right, in addition to other remedies available, to suspend its provision of the Support Services for so long as Licensee is not current with its obligations under those agreements.
3. **Notification.** If Licensee encounters an Error with the Software, Licensee must sufficiently describe the Error so that Mimica can reproduce the reported Error. After receiving notice of an Error from Licensee, Mimica will notify Licensee if Mimica cannot reproduce the Error. If Mimica cannot reproduce the Error, Licensee will provide additional information regarding the Error as Mimica may request in order to assist Mimica with reproducing the Error. Mimica may require that all information be provided in writing. Licensee will separately notify Mimica of each Error encountered by Licensee.
4. **Classification of Errors; Response and Resolution Times.** Based on Licensee's written description and Mimica's analysis of the Error, Mimica will classify (in its reasonable, good faith discretion) each Error in accordance with the Priority Classification Table set forth below. Mimica will use reasonable efforts to confirm receipt of each of Licensee's written Error notices within the period set forth in the Priority Classification Table. Confirmation time is the time elapsed between Licensee's first report of a reproducible Error and confirmation of receipt by a Mimica technical contact. Mimica will use reasonable efforts to provide Licensee with a resolution for an Error reported by Licensee within the periods set forth in the Priority Classification Table. Resolution time is the elapsed time between Mimica's reproduction of a reported Error and the resolution of the Error by a Mimica technical contact.

Priority Classification	Description of Error	Response Time	Resolution Time
Level 1	Incorrect Results: An Error that causes a loss of a major feature, file system corruption, data loss, or a Software crash or hang.	1 hours	2 days
Level 2	Major: An Error that prevents normal operation of a critical feature of the Software.	2 hours	10 days
Level 3	Degraded Operation: An Error that prevents operation of a specific non-essential function of the Software and the condition is not critical to continued operation of the Software.	24 hours	90 days or as part of the next Major Release
Level 4	Minor: Errors with no immediate impact or consequence with the functionality of the Software.	48 hours	As part of next Major Release

5. **Limitations.** Mimica will provide Support Services with respect to the version of the Software that was originally purchased for 6 months following the date of purchase. Thereafter, Mimica will only provide Support Services with respect to the most current version of the Software and the two prior versions of the Software. Mimica may, at its discretion, agree to provide Support Services for outdated or discontinued versions of the Software. Unless otherwise expressly agreed to in writing by Mimica, Mimica is not obligated to provide Support Services related to: (i) Licensee's failure to implement the most current version of the Software or any Error corrections and workarounds provided by Mimica; (ii) modification of or addition to the Software; (iii) interconnection of the Software with software or hardware not furnished by Mimica or not specified in the Documentation for use with the Software; (iv) use of the Software in a manner for which it was not designed or beyond the scope of the license set forth in the Agreement; (v) Licensee's or a third party's negligence; or (vi) any breach by Licensee of the Agreement. The Support Services do not include services that are not described in Section 2 of this *Exhibit B*. Licensee agrees that its purchase of a license to the Software is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Mimica regarding future functionality or features of the Software. From time to time, Mimica may, in its sole discretion, make available Upgrades to the Software. Nothing in the Agreement or this *Exhibit B* obligates Mimica to make Upgrades available to Licensee, unless otherwise agreed to by the parties in writing. For purposes of this *Exhibit B*, "**Upgrades**" means any additions, enhancements, new modules, and other upgrades that include new features and substantial increases in functionality to the Software which are made available by Mimica to its customers for an additional fee.
6. **Licensee Obligations.** Licensee will appoint up to four individuals within its organization that are trained on the operation of the Software to serve as primary contacts between Licensee and Mimica with regards to the Support Services. Licensee must initiate all requests for Support Services through these contacts. Licensee will promptly report all detected Errors to Mimica with enough detail to permit Mimica to reproduce the Error. Licensee will provide Mimica with reasonable access to all necessary personnel to answer questions regarding Errors and other problems reported by Licensee. Licensee will assist Mimica with recreating and diagnosing each Error. Licensee will (i) promptly implement all Error corrections and workarounds provided by Mimica, and (ii) be responsible for archiving its data to mitigate against losses that may be caused by Errors.
7. **Reservation of Rights.** Mimica retains all right, title, and interest, including intellectual property rights, in and to: (i) all designs, engineering details, and other information relating to the Software, and (ii) all original works, computer programs, discoveries, and inventions created by Mimica, independently or jointly with Licensee, in connection with the provision of the Support Services.

EXHIBIT C
DEPLOYMENT SERVICES

1. **Definitions.** Unless otherwise defined herein, defined terms shall have the meanings given to them in the Agreement.
2. **Professional Services.** The terms and conditions of this *Exhibit C* govern Mimica's provision of Deployment Services to Licensee. The provision of the Deployment Services by Mimica during the term of the Agreement is contingent upon Licensee's performance of its payment and other obligations under the Agreement. Mimica reserves the right, in addition to other remedies available, to suspend its provision of the Deployment Services for so long as Licensee is not current with its obligations under the Agreement. All Deployment Services provided by Mimica are only for Licensee's internal use and Licensee may not use the Deployment Services for the benefit of any third party. To the extent that Deployment Services are to be provided at premises owned or otherwise controlled by Licensee, Licensee will supply Mimica personnel with facilities, equipment, and fully operational workstations. Mimica agrees to use commercially reasonable efforts to perform Deployment Services in accordance with this Agreement and to perform the Deployment Services in a timely, professional and workmanlike manner. Licensee will ensure that any necessary consents from landlords or other third parties are duly obtained if they are required to permit Mimica's access to the facilities, premises, or locations where Deployment Services are to be performed. All Mimica personnel who access facilities, premises, or locations for the purposes of providing Deployment Services will at all times comply with those generally applicable policies and procedures pertaining to on-site visits by Licensee subject to Licensee providing Mimica with written copies of such policies and procedures prior any such access. Licensee may use the deliverables and work product provided by Mimica in connection with the Deployment Services ("**Deliverables**") only as part of its and its End Users' authorized use of the Software, subject to the same terms as for the Software in Section 2.1 of the Agreement.
3. **Expenses.** Licensee agrees to reimburse Mimica for any reasonable travel, lodging, and other out-of-pocket expenses incurred by Mimica personnel in providing the Deployment Services (provided that such expenses are approved in advance by Licensee prior to being incurred).
4. **Confidentiality.** Licensee acknowledges that it may acquire proprietary information and materials about the business, products, services and programming techniques of Mimica and agrees that all such information and materials acquired are the confidential information of Mimica ("**Confidential Information**"). Licensee agrees to protect and not to disclose or use the Confidential Information except as expressly permitted under the Agreement. Mimica training courses and training materials ("**Materials**") and all worldwide intellectual property rights therein, as the same may be amended and/or extended, including the copyright, are wholly owned solely by Mimica, who shall retain all right title and interest in and to all Materials. Licensee shall be entitled to keep and use all Materials provided by Mimica to Licensee, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to Mimica. In particular and without limitation, Materials may not be (i) copied electronically or otherwise whether or not for archival purposes, (ii) modified, translated, or re-distributed, (iii) disclosed to third parties, (iv) lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. All Mimica trademarks, trade names, logos and notices present on the Materials shall be preserved and not defaced, modified, obscured, or removed except in the course of normal wear and tear.
5. **Indemnification.** In addition to the indemnification obligations set forth in Section 9 of the Agreement, Licensee will indemnify, defend and hold harmless Mimica, its affiliates and their respective directors, officers, employers, agents, successors and assigns (collectively "**Mimica Indemnified Parties**") from and against any and all claims, demands, or actions made by a third party, and all liabilities, settlements, costs, damages and fees (including reasonable attorneys' fees and costs) incurred or suffered by the Mimica Indemnified Parties arising from or in connection with death, bodily injury, damage, loss or destruction of any real or tangible personal property caused by Licensee that are suffered by any of the Mimica Indemnified Parties while performing Deployment Services at facilities, premises, or locations owned or otherwise controlled by Licensee.

EXHIBIT D
HOSTED SERVICES

1. **Definitions.** Unless otherwise defined herein, defined terms shall have the meanings given to them in the Agreement.
2. **General.** Subject to the terms of the Agreement, Mimica will provide Licensee the Hosted Services. Hosted Services will either be provided as a Mimica Instance or, if installed on-premise, as a Licensee Instance. Except where terms are noted to apply just to a Mimica Instance or Licensee Instance, the terms of this *Exhibit D* will govern Licensee's use of any Hosted Services.
3. **Grant of Rights.**
 - 3.1. **Mimica Instance.** If the Hosted Services include a Mimica Instance, subject to and conditioned on Licensee's compliance with the terms and conditions of the Agreement, Mimica hereby grants Licensee a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.2 of the Agreement) right to access and use the Mimica Instance during the term of the Agreement, solely in connection with Licensee's and its End Users' use of the Software in accordance with the terms and conditions herein and in the applicable Order Form. Without limiting the foregoing, Licensee may only use the Mimica Instance for Licensee's internal business purposes.
 - 3.2. **Licensee Instance.** If the Hosted Services include a Licensee Instance, Mimica hereby grants Licensee a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.2 of the Agreement), non-sublicensable right and license to install, execute, and operate the Backend Software on its own cloud environment (or a cloud environment controlled by Licensee such as from Amazon Web Services) during the term of the Agreement solely in connection with Licensee's authorized use of the Software (other than the Backend Software) and solely in accordance with the terms and conditions of the Agreement and the applicable Order Form. Without limiting the foregoing, Licensee may only use the Licensee Instance for its own internal business purposes.
4. **Suspension.** Mimica may, directly or indirectly, suspend, terminate, or otherwise deny Licensee's and/or its End Users' access to, or use of, all or any part of the Hosted Services, without incurring any resulting obligation or liability, if: (a) Mimica receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Mimica to do so; (b) Mimica believes, in its sole discretion, that: (i) Licensee has failed to comply with any material term of the Agreement, or accessed or used the Hosted Services beyond the scope of the rights granted or for a purpose not authorized under the Agreement or in any manner that does not comply with any instructions or requirements provided by Mimica; (ii) Licensee is, or is likely to be involved in, any fraudulent, misleading, or unlawful activities relating to or in connection with any part of the Hosted Services; (c) the Agreement or applicable Order Form expires or is terminated; or (d) Licensee fails to make any payment for the Hosted Services when due and such failure continues for thirty (30) days following notice thereof. This Section does not limit any of our other rights or remedies, whether at law, in equity, or under the Agreement.
5. **Restrictions.** Licensee will not, and will not permit any other third party to, access or use the Hosted Services except as expressly permitted by this *Exhibit D*. Without limiting the generality of the foregoing, Licensee will not, except as this *Exhibit D* expressly permits:
 - a) copy, modify, or create derivative works or improvements of the Hosted Services;
 - b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mimica Solution to any third party, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Hosted Services, in whole or in part;
 - d) bypass or breach any security device or protection used by the Hosted Services;
 - e) input, upload, transmit, or otherwise provide to or through the Hosted Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any virus, malware, or other harmful code;
 - f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner (1) the information technology infrastructure used by or on behalf of Mimica to operate or otherwise make available the Mimica Solution, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Mimica or through the use of third-party services or products, or (2) Mimica's provision of the Mimica Instance to any third party;
 - g) access the Mimica Instance in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law;
 - h) access or use the Mimica Instance for purposes of competitive analysis of the Hosted Services, the development, provision, or use of a competing software service or product or any other purpose that is to Mimica's detriment or commercial disadvantage;
 - i) resell, sublicense or otherwise use the Hosted Services for commercial purposes and any such attempt will be immediately null and void; or
 - j) otherwise access the Hosted Services beyond the scope of the authorization granted under this *Exhibit D*.
6. **Service Levels.** Subject to the terms and conditions of this *Exhibit D* and the Agreement, Mimica will use commercially reasonable efforts to make the Mimica Instance available 24 hours a day, 7 days a week for access by Licensee and its End Users during the term of the Agreement (except for scheduled downtime, emergency maintenance, and any unavailability caused by circumstances beyond Mimica's reasonable control, including Force Majeure Events). For the avoidance of doubt, the foregoing service level does not apply to the Licensee Instance. Licensee is responsible for ensuring the uptime of its own infrastructure (or the infrastructure of its cloud service provider) which hosts the Licensee Instance.
7. **Licensee Instance.** During the term of the Agreement, Licensee will provide Mimica a secure, persistent connection to the Licensee Instance solely for purposes of: (1) performing maintenance, troubleshooting, and support on behalf of Licensee; and (2) collecting Machine Learning solely in accordance with Mimica exercising its rights to use Machine Learning under Section 2.5 of the Agreement and Usage Data under Section 10 of this *Exhibit D*. Further, delivery of output of the Software (Miner and Mapper) may require the

intervention of Mimica personnel, including through use of the persistent connection to the Licensee Instance described in this Section. Licensee agrees to reasonably cooperate with Mimica (including by providing all reasonably necessary personnel, assistance, and access) in order to establish and maintain the persistent connection and any other access to the Licensee Instance reasonably needed for Mimica to perform under this Agreement.

8. **Licensee Systems.** Licensee has and will retain sole control over the operation, maintenance, and management of the information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks not provided by Mimica, whether operated directly by Licensee or through the use of third-party services or products, which are used by Licensee to use or access the Hosted Services (collectively, “**Licensee Systems**”).
9. **Licensee Data.** MIMICA HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF ANY INFORMATION, DATA, AND OTHER CONTENT, IN ANY FORM OR MEDIUM, THAT IS COLLECTED, DOWNLOADED, OR OTHERWISE RECEIVED, DIRECTLY OR INDIRECTLY FROM LICENSEE BY OR THROUGH THE HOSTED SERVICES (“**Licensee Data**”). Licensee hereby irrevocably grants Mimica all such rights and permissions in or relating to Licensee Data as are necessary or useful for Mimica to enforce the Agreement, exercise its rights, and perform its obligations under the Agreement.
10. **Usage Data.** As between the parties, Mimica owns all rights, title, and interest, including all intellectual property rights in and to, the Usage Data (as defined below), the know-how and analytical results generated in the processing of Usage Data, and any and all new products, services, and developments, modifications, customizations, or improvements to any Mimica products or services made based on the Usage Data. Licensee hereby unconditionally and irrevocably assigns to Mimica all right, title, and interest in and to the Usage Data, including all intellectual property rights relating thereto. For purposes of this *Exhibit D*, “**Usage Data**” means data and information related to Licensee’s or its End Users’ use of the Hosted Service that is used by Mimica in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Hosted Services.
11. **Indemnification.** In addition to the indemnification obligations set forth in Section 9 of the Agreement, Licensee will indemnify, defend and hold harmless Mimica, its affiliates and their respective directors, officers, employers, agents, successors and assigns (collectively “**Mimica Indemnified Parties**”) from and against any and all claims, demands, or actions made by a third party, and all liabilities, settlements, costs, damages and fees (including reasonable attorneys’ fees and costs) incurred or suffered by the Mimica Indemnified Parties arising from or in connection with: (a) its or its End Users’ use of the Hosted Services; (b) the Licensee Systems or the Licensee Data (including any use thereof by Mimica in accordance with this *Exhibit D*); (c) Licensee’s violation of any portion of this *Exhibit D*, any representation, warranty, or agreement referenced in this *Exhibit D*, or any applicable law, rule or regulation; (d) access to or use of the Hosted Services in combination with any hardware, system, software, network, or other materials or service not provided by Mimica; (e) modification of the Hosted Services or any part thereof other than by or on behalf of Mimica; or (f) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Licensee by or on behalf of Mimica with respect to the Licensee Instance or any part thereof.