LICENSE AGREEMENT FOR

XXXXXX

THIS LICENSE AGREEMENT is entered on xxxxx

BETWEEN

Vuram Inc represented by its authorized signatory XXXX, with its registered office at XXXXX. (hereafter referred to as "the Licensor")

AND

DLT Solutions, LLC represented by its authorized signatory with its registered office at XXXX (hereafter referred to as the " DLT or subcontractor") is procuring the License on behalf of XXXX(hereafter referred to as the "Licensee or End user")

Whereas the Licensor is in the business of creating process-based applications using Appian's platform and Licensor authored and designed a **< Solution Name> (**"Licensed Software"**)**

Whereas the subcontractor is a business entity and has approached the Licensor seeking to Subscribe for the use of the Licensed Software developed by the Licensor for resale to the end user. This agreement and its associated order forms are for the exclusive sale to the above mentioned end user only. Any future sale by the subcontractor needs specific order form and approval from the licensor.

Whereas, the Licensor has agreed to grant a nonexclusive, non-assignable, non-transferable rights to the Licensee for use of the Licensed Software during the subscription period.

NOW THEREFORE, the parties hereto agree to the following terms and conditions:

1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, Licensor grants the Licensee a, non-assignable, non-exclusive, non-transferable use of the Licensed Software based on Appian XX.X version software (the "Licensed Programs") developed by and belonging to the Licensor here-in solely for the use at the Licensee's Appian environment.

This Licensed Software is built on the Appian Platform Version XX.X for which the Licensee should obtain the Licence from Appian Corporation (Platform owner) directly and such costs are not included and are exclusive to the license fees contemplated in this

agreement payable by Licensee to Licensor. The terms of such usage of the Licensed Software on the platform will be governed as stipulated by the platform owner.

2.   DELIVERABLES – LICENCE TO USE Licensed Software

The Licensor grants use of the Licensed Software along with the following specifications - a fully functional Licensed Software built on the Appian XX.X version with the Source Code with functionality as specified in clause 3 hereunder.

3.   FUNCTIONAL   SPECIFICATIONS   OF   THE   LICENSED PROGRAMS

The functional specifications of the Licensed Software are as follows:

Role	Functionality

4.   Subscription and Restrictions. The Licensed Software   subscription allows Licensee to deploy, customize,   configure, and maintain the Licensed Software ("Application") for use with respect to managing all the functionalities specified in clause 3 to this agreement. The Licensor will provide the End User with the objects and files necessary to deploy the Application. The Licensee may deploy the Application at the Licensee's facilities. The Application is considered Licensor's confidential information as that term is defined in the Agreement. Licensor will indemnify Licensee from third party intellectual property infringement claims arising from Licensee's authorized use of the Application.

5.   Defect Correction: If, during the Subscription Period, the Application materially fails to conform to the terms of this Agreement and the Licensee is able to reproduce the Application Defect in the version of the Application provided to the Licensee, Licensor will use commercially reasonable efforts to   provide a correction ("Corrected Application").

6. **Updates**: Licensor will provide Licensee with access to any updates to the Application made generally available to other users of the Application ("Application Update") during the Subscription Period. Licensor will only support the two most recent releases of the Licensed Software and the Appian platform.

7. Licensee can identify further customizations to the solution and could further contract with Licensor for rendering such further services as decided from time to time. In such cases, Licensor would quote a price to Licensee along with a timeline and release plan for the Service being offered. The Timeline costing is to be mutually agreed upon. This shall be provided as a separate statement of work.

8.   SUPPORT SERVICES

The Licensor will provide the licensee the following support services:

- Support/Deployment Guide to deploy the solution in the licensee's environment
- Support to set up users in the licensee's environment
- 3 optional online training sessions offered by solution experts remotely over hangouts/zoom or any Licensee preferred remote conferencing services. Each session would be for a duration of 4 hour.
- User guide for the application

9.   MAINTENANCE SERVICES:

Licensor shall provide the following services ("Maintenance Services") directly to the Licensor.

9.1 **Remote Maintenance Only**. Maintenance Services do not include on-site or in-person assistance or consultation, or training that would normally be provided in formal training classes. All Remote Maintenance services will be rendered from the offshore location of India and all business hours mentioned in this clause are from 1530 hours to 2330 hours Indian Standard Time (IST).

9.2 **Scheduled Maintenance.** Licensor may specify up to a contiguous four (4) hour period during off peak hours when the Service will not be available and during which Licensor can provide any needed maintenance. Licensor will use reasonable efforts to provide one week prior notice of all scheduled maintenance periods, provided that Licensor may without prior notice suspend the Service to install emergency patches or other urgent corrective measures.

9.3 **End User Obligations.** The End User shall cooperate with Licensor's reasonable requests in connection with providing the Maintenance Services, including, without limitation, by providing Licensor with timely access to data, information and personnel of

the End User. The End User is responsible for the accuracy and completeness of all data and information provided to Licensee in connection with the Maintenance Services.

9.4 **Excluded Items**. Maintenance Services do not include on-site or in-person assistance or consultation, nor extensive training that would normally be provided in formal training classes. In addition, Maintenance Services shall not include Technical Support or Defect Correction to the extent required as a result of the following:

- Malfunction of the computer system and communications network on which the End User has installed and is using the service;
- Use of the Service contrary to the terms of the then current Documentation;
- Modifications, enhancements or customizations of the Service;
- Any use of the Service in disregard of any known adverse consequences, including without limitation the End User's failure to make appropriate backups or to follow warning messages and other written instructions; or
- Any other cause not attributable to the Licensor.

9.5 **Technical Support**. Licensor shall provide Technical Support to allow the Licensee Maintenance Services contacts to report problems and to seek assistance regarding the Licensee's use of the Software. The Licensor shall designate Licensor's employees to coordinate the Licensee's requests for Maintenance Services ("Maintenance Services contacts"). The Licensee shall email XXXXXXX with the Licensor's Maintenance Services contacts promptly on or after it receives license to use the Software from Licensor. Licensor shall return support requests within a commercially reasonable time after receipt. The Licensor's Maintenance Services contacts must be reasonably familiar with the Software to facilitate discussions with Licensor's Maintenance Services staff. Technical Support is provided on the two (2) most recent Releases; provided, however, that Licensor shall continue supporting the third most recent Release for a reasonable period sufficient to allow the End User to implement the newest Release.

Type	Standard Support
Email Support	X
Phone support	X
Live screen sharing	X
Maintenance Services contacts	2

Case severity/Response times*	Priority 1: <1 hour 24*7*365 Priority 2: <2 business hours Priority 3: <8 business hours Priority 4: <12 business hours

*Case severity/Response time mentioned in this clause will be as below;

priority 1: Entire application is down. No user is able to use the system. Work is at a standstill

priority 2: An application errors out at a particularly important step. Users are able to continue till that point. Rest of the application is available

priority 3: Application errors out in non-critical, specific sections (such as records, dashboards, reports)

priority 4: Minor Errors on forms, records, reports or errors in non-critical screens/applications (admin processes, lookups)

Response Measurements - Licensor will use commercially reasonable efforts to respond to Issues within the response times listed below. A Priority 1 or 2 Issue shall be deemed reported, and Licensor's response time shall commence, once the End User reports the issue as a Priority 1 or 2 issue using Licensor's authorized telephone support number. A Priority 3 Issue or Priority 4 Issue shall be deemed reported, and Licensor's response period shall commence, once the End User reports the Priority 3 Issue or Priority 4 Issue using any authorized methods for requesting Technical Support. Licensor will be deemed to have responded to an Issue once it responds that it has received the Issue (an automated email response shall not count as a response

All Remote Maintenance services will be rendered from the offshore location of India and all business hours mentioned in this clause are from 1530 hours to 2330 hours Indian Standard Time (IST).

10.   PURCHASE ORDER AND INVOICE

The Licensee shall sign the Order Form and the Licensor shall raise invoice for the license fees as per the agreed terms for use of the Licensed Software on the Licensee's Appian environment.

11.   LICENCE FEES , TAXES & DUTIES

Licensee shall pay Licensor, upon delivery of the Licensed Programs, the license fees as per the order form mentioned in 10 above for their use of the Licensed Software on Licensee's Appian environment. The License fees payable under this Agreement does not include any duties, bank fees, sales, use, excise or similar taxes or levies due. In the event that the Licensor suffers any duty, bank fees, sales, use, sales tax, excise or taxes or levies or the Licensor having to collect and remit the same to the applicable tax authorities, the Licensee herein shall reimburse the same to the Licensor.

12.   COMPLIANCE WITH REGULATIONS

Licensee understands that Licensee will take responsibility for compliance with the law and regulations in force. Licensee agrees to indemnify and hold Licensor harmless from any loss, damages, liability or expenses, and defend at its expense any customizations, updates and/or corrections affected by Licensee in the event of any infringement/actionable claim initiated by any third party.

13.   RESTRICTED USES

Licensee shall not use the Licensed Software in the following manner:

● Licensee shall not sublicense, transfer, distribute or sell the Licensed Software or its Source Code.

● Licensee shall not reverse engineer, decompile, decrypt, or disassemble the Source Code.

● Licensee shall not change or remove any copyright, trademark or other proprietary rights in the Licensed Programs.

14.   SOURCE CODE

Licensor under this Agreement grants access to the source code for limited use by Licensee for solely for the purposes of enabling implementation, customization of the Software to suit Licensee's customers' requirements, for rendering maintenance services, if Licensee requires the self-help remedy that source code can provide or in order to modify the program or to fix a bug or error or to enhance or create a new functionality for the program. The Licensee, shall maintain secrecy and confidentiality of the source code and ensure that the source code is not shared with any third party or end users such as Licensee's customers including any vendors, contractors, agents. The source code constitutes the proprietary and

confidential information of Licensor. The Licensee represents and warrants that the access to the source code shall be provided strictly on a "Need basis". In no event, the Licensee shall make or attempt to make any copy of the source code or misuse the source code in any manner whatsoever. The Licensee shall not claim any rights whatsoever to the source code, during the subsistence of agreement nor at any future date. The Licensee agrees and acknowledges that this provision is reasonable and that the Licensee shall take all possible steps to safeguard Intellectual property of Licensor. This provision shall survive the termination or expiry of this agreement

15.   DELIVERY

Licensor shall use its best efforts to deliver the Licensed Product promptly after receipt of the purchase order. Within 30 days of deploying the application in the licensee's production environment and before it commences its Licensed operations, the Licensee shall confirm in writing that the licensed application has been installed and operates on the location-specific target environment. This also applies to parts of the licensed material which are supplied to Licensee as part of customization services or otherwise as may be agreed.

16.   NOTICE OF ACCEPTANCE

Within 30 days from the delivery of the Licensed Software, Licensee shall notify its acceptance of the product in fulfillment of this Agreement.

17.   WAIVER OF OBJECTIONS

Once Notice of Acceptance is received, Licensee will be deemed to have waived any objection with reference to the delivery of the product with its deliverables.

18.   OWNERSHIP

The Licensed Software and the source code granted by Licensor to Licensee, under this Agreement as between the parties, are the exclusive property of Licensor.

Notwithstanding the grant of license, the parties agree that Licensor shall continue to own all right, title and interest in and to the Licensed Programs and all intellectual property rights embodied therein or related thereto including, but not limited to, the source and object codes and any customizations, updates and corrections to the Licensed Programs. Except as expressly provided herein, no intellectual property rights are granted to Licensee by implication, estoppel, or otherwise.

Licensee agrees to reproduce and apply the copyright notice and proprietary notice of Licensor to all copies made hereunder, in whole or in part and in any form, of Licensed Programs.

19. PROPRIETARY RIGHTS

Licensee recognizes that the Licensed Software constitutes proprietary material, confidential information and trade secrets that are of great value to Licensor. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person. Licensee further agrees to treat the Licensed Programs, updates and/ or modifications with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs. Licensee agrees to promptly notify Licensor if it obtains information as to any unauthorized possession, use or disclosure of the Licensed Programs by any person or entity, and further agrees to cooperate with Licensor in protecting Licensor's proprietary rights.

20. TERM

The tenure of the license granted by the Licensor to Licensee for use of the Licensed Software shall be valid from the effective date as mentioned in the order form and shall be valid till the end of the subscription period.

21. LIMITATION OF LIABILITY

Licensor's liability to licensee, if any, under any provisions of this Agreement shall be limited to the amounts Actually paid by Licensee. It is hereby agreed that Licensor shall not be liable for any indirect, incidental, special or consequential damages, including loss of use or interruption of business.

22. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective, representatives, successors and assigns except as otherwise provided herein.

23. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

24.   GOVERNING LAW/JURY TRIAL WAIVER

This Agreement shall be governed and interpreted by the laws of Tampa, Florida. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties arising under this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded and the Uniform Computer Information Act does not apply to this Agreement

25.   PREVAILING PARTY

The prevailing party in any arbitration, suit, or action brought by one party against the other party to enforce the terms of this Agreement or any rights or obligations hereunder, shall be entitled to receive its reasonable costs, expenses, and attorneys' fees of bringing or defending such arbitration, suit, or action.

26.   NON-ASSIGNMENT

This Agreement and the license granted by it shall not be assigned, sublicensed, or otherwise transferred by Licensee except that Licensee may assign this Agreement to an Affiliate or to a successor in the event of a change of control.

27.   POINT OF CONTACT

For Vuram Inc

<NAME, DESIGNATION AND ADDRESS>

For Customer:

<NAME, DESIGNATION AND ADDRESS>

28. SIGNATURES:

The undersigned individuals who execute this Statement of Work represent and warrant that they have full legal authority to execute this Statement of Work and thereby bind the parties to full performance.

IN WITNESS whereof, the parties have executed this Statement of Work as of the date first referenced above.

Vuram Inc   **DLT Solutions, LLC**

By: _____   By: _____
____   ____

Name: _____   Name: _____

Title: _____   Title: _____
                                                                ____

Date: _____   Date: _____
                                                                ____