



MURSION SOFTWARE AS A SERVICE AGREEMENT

This Agreement governs the terms of access and use of Mursion’s Software Simulation Platform provided by Mursion, Inc. (“Mursion”) pursuant to Your Statement of Work (the “SOW”). The terms of this Agreement take precedence over any inconsistent terms in any present or prior SOW. The terms “You,” “Your,” and “Customer,” as used herein, refer to the entity or organization contracting with Mursion, and, as applicable, any affiliates.

The Mursion Software Simulation Platform (the “**Software**”) is a software application that enables a user to schedule and participate in live simulations of workplace or interpersonal interactions that take place in virtual environments where the user interacts with virtual avatars, in order to practice or assess their communication skills (“**Simulations**”). Mursion offers a license to the Software on a Subscription basis, along with associated Support Services that may vary in scope, pursuant to the terms of Your SOW. This Agreement sets forth the terms and conditions on which Mursion will license the Software to You and provide the associated Support Services that You will receive pursuant to Your SOW. The Software is provided as a software as service offering (“SaaS”) whereby Customer obtains and subscribes for (the “**Subscription**”) (i) a license to use and access the Software for the Subscription Term under the terms of this Agreement and (ii) to receive the associated Support Services, which may include, among others, Simulation Services, as detailed in the SOW.

1. DEFINITIONS

“**Mursion**” means Mursion, Inc. and/or its subsidiaries, as indicated on Your SOW.

“**Agreement**” means this Mursion Software As A Service Agreement.

“**Authorized Users**” means Your employees, contractors and agents and any employees, contractors and agents of any of Your clients that You authorize and for whom You have purchased a Subscription License or other rights (each with a user login and password) to use or access the Mursion Software Simulation Platform.

“**Confidential Information**” means any non-public information that is marked or identified as confidential (or under the circumstances of the disclosure or the nature of the information, it would reasonably be understood to be confidential or proprietary) at the time of disclosure.

“**Custom Avatar**” means any portion of the anatomy, clothing or animation feature set that Mursion develops on a fee-for-service basis for a Customer and which Mursion further designates in a Customer SOW as “Work Made For Hire,” as such term is defined in Section 8 of this Agreement. Customer shall be entitled to receive the AutoDesk MPX File output of their Custom Avatar.

“**Custom Simulation Environment**” means any 2-D or 3-D environment or setting that Mursion develops on a fee-for-service basis for a Customer and which Mursion further designates in a Customer SOW as “Work Made For Hire,” as such term is defined in Section 8 of this Agreement. Customer shall be

entitled to receive the MPEG File of any 2-D environment and the AutoDesk MPX File output of any 3-D environment that it develops for You.

“Customer Data” means all text, files, data, output, programs, files, information or material (a) of or submitted by or relating to any Customer Entities or any of their Data Subjects , (b) residing on any Customer systems, or (c) generated, obtained, developed, processed or produced by, as a result of or in connection with the Simulations or the use of the Software by any Customer Entities or any Data Subjects, including any changes, improvements, enhancements or updates thereto.

“Data Subjects” means any users, personnel, representatives, customers or vendors of any Customer Entities. **“Deliverables”** means any work, materials, products, designs, scenarios, scripts, works of authorship, software, and other items specified in and provided by Mursion to or for Customer under any SOW.

“Feedback” means feedback or suggestions about the features, functions, or operations of the Mursion Software Simulation Platform or any Simulation Services.

“Information Security Program” means Mursion’s then-current data security and data management policies and procedures that apply to access, operation or use of the Software.

“Privacy Policy” means Mursion’s Privacy Policy and terms of use, as found on <https://www.mursion.com>.

“Protected Information” means sensitive, personally identifiable information or personal data that is subject to specific regulations or laws that impose increased protections and/or obligations with respect to handling that type of information.

“Scenario” means the written guidelines for the live enactment of a Simulation using the Mursion Software Simulation Platform. High-quality Scenarios include at least one discrete and measurable learning objective and explicit guidelines for Simulation Specialists as to how they should handle circumstances where the learners achieve or fail to achieve the specific learning objective. All Scenarios are produced by Mursion as Adobe PDF documents. Customer shall be entitled to receive a copy of the Adobe PDF file of any Scenario that has been designated “Work Made For Hire,” pursuant to Your SOW.

“Simulation Services” means any Simulations performed by Mursion for any Customer as part of it Support Services.

“Simulation Specialist” means Mursion or Customer employees who have been trained by Mursion to deliver Simulations.

“SOW” means a Statement of Work referenced that references and incorporates this Agreement and that includes a detailed description of the scope of the Subscription and Support Services to be provided to You which has been executed by Mursion and Customer.

“Subscription Fees” means the fees due to Mursion for the Subscription to the Software and associated Support Services specified in the SOW and any other fees due Mursion as specified in Your SOW.

“Subscription Term” means the term of the Subscription, including the Support Services detailed in the SOW.

“Support Services” means any and all services provided by Mursion to Customer as detailed in the SOW. The types of Support Services Mursion provides its Customers are detailed in Section 3 of this Agreement.

“Uptime Availability” means the availability of the Software as provided in Section 3.1.3

“Video Recording” means the audio and video files generated by the Software in the course of a Simulation, in which the images and voice of each Authorized User is captured and recorded by the Software, along with the images and voice(s) of the avatars that an Authorized User interacts with during a Simulation. To the extent that any learning materials may be used in the Simulation Session, those materials may be captured in the Video Recording as well. The Software automatically generates a recording of every Simulation, unless a Customer or End User expressly directs Mursion not to do so.

2. SUBSCRIPTION TERMS

2.1. **Subscription.** Subject to the payment of the Subscription Fees and the terms and conditions of this Agreement and the SOW, You will have a non-exclusive license to access and use the Software and receive associated Support Services as specified in the SOW for Your own internal business purposes and any other Authorized Users detailed in the SOW during the Subscription Term and in accordance with any other terms and conditions provided in the SOW and this Agreement.

2.2. **Subscription Term.** The license to use the Software and receive associated Support Services, provided under the terms of this Agreement shall become active pursuant to the date or dates specified in the SOW, and shall remain active for one year thereafter, unless a different Subscription Term is specified in the SOW.

2.3. **Subscription Renewal.** Except as otherwise provided in Your SOW, Your Subscription will automatically renew for subsequent annual Subscription Terms after the initial Subscription Term, unless Your Subscription is terminated by You by notice to Mursion given at least 30 days prior to the end of the then current Subscription Term.

2.4. **Software Access.** You are responsible for obtaining, maintaining, and supporting all internet access, computer hardware, and other services needed to use, operate or access the Software. As part of the initial registration process, Mursion will provide You with an administrative username and password for Your account. You agree to promptly notify Mursion of any suspected or unauthorized use of Your account that You become aware of.

2.5. **Authorized Users.** You determine the access controls for Your Authorized Users. You are responsible for the activity occurring under Your account by Authorized Users (and their compliance with this Agreement). Authorized User passwords are for named individual users and cannot be shared or used

by more than one user at a time. Authorized Users will be required to agree to the Privacy Policy in order to use or access the Software or participate in any Simulation.

2.6. **Restrictions.** You may not use or access the Software for Simulations other than as authorized in this Agreement (or in Your SOW). You may not (1) resell, sublicense, or share the Software with or for, or, unless expressly authorized in Your SOW, enable any third party or authorize any third party to use or access the Software or perform or obtain any Simulation from You, (2) use the Software for unlawful or illegal purposes, (3) access the Software for competitive purposes, (4) attempt to derive the source code of the Software or to interfere with its functionality, or (5) attempt to reverse engineer or disassemble the Software or disable or circumvent any security features of the Software, or permit unauthorized access to the Software.

3. SUPPORT SERVICES.

In conjunction with the delivery of the Software, Mursion may provide You with any of the following Support Services. The scope, details and fees associated with each of these Support Services is set forth in Your SOW. Your Subscription to Mursion's Software Simulation Platform always includes at least one of the Support Services set forth in Section 3 of this Agreement. You may elect to receive just Technical Support or Installation, Training and Set-Up Services; or You may choose to receive Staffing Services or Simulation Services, and You may also choose other Customization Services as specified in Your SOW. At least one of these Support Services is always bundled in Your Subscription. Your SOW will specify which Support Services you have elected to receive.

3.1. **Technical Support.**

3.1.1. Mursion provides technical support for the use and operation of the Software through its dedicated call center and its online knowledge base. Support requests are submitted by calling Mursion's toll-free customer support number or through sending an email to the customer support email address published on the Mursion website. Mursion provides technical support 13 hours per day Monday through Friday during the published support hours for Your specific region. Premium support may be purchased separately or provided through a Mursion certified partner. Mursion will respond to technical support requests within 1 business day of receipt. With respect to Licensees of Mursion Software who elect to schedule and deliver their own Simulations with their own Simulation Specialists Mursion will provide technical support; however; only account administrator(s) and Customer Simulation Specialists identified to Mursion may contact Mursion technical support personnel to report a problem with the Software or Simulations. Mursion is not able to provide technical support to individual Authorized Users of the Software. When submitting a problem report, You must (1) notify Mursion of the problem with the Software or the Simulations and provide information regarding the problem (to enable Mursion to reproduce the problem), and (2) provide Mursion with reasonable assistance, as requested, to help troubleshoot the problem. Mursion will not be responsible for providing support for problems in the operation or performance of the Software or the Simulations if the problem relates to errors in Your hardware, internet or network connection, data, formulas, databases, access to other software or databases, user error or from any unauthorized use or modification of the Software (based on the documentation that is provided with the

Software) or Your failure to utilize or install available updates, patches, fixes, or client applications.

3.1.2. **Software Updates.** Mursion makes updates (error corrections, bug fixes, and enhancements) to the Software on an ongoing basis. Except in the case of urgent updates, Mursion schedules maintenance during appropriate, non-peak usage hours (that minimizes the impact on all users, worldwide) and will provide advance notice of any planned unavailability (to the extent possible).

3.1.3. **Service Levels.** Mursion will use reasonable efforts to (1) meet the Uptime Availability for the Software or the Simulation Services provided by it, as applicable, of at least 99% of the scheduled time per month (except for scheduled downtime (for maintenance) and circumstances beyond Mursion's reasonable control), (2) maintain the Software (hosted by Mursion) to minimize its unavailability, and (3) provide information (circumstances permitting) when access to the Software or Simulation Services provided by it, is expected to be restored. With respect to Customers who elect to schedule and deliver their own Simulations with their own Simulation Specialists, Mursion will credit You with 1 month of the Subscription Fees if the Uptime Availability is not met in a calendar month in which you scheduled Simulations. You must request this credit (in writing) within 15 days of the month in which the Uptime Availability was not met, which will extend Your current Subscription Term by 1 month. If You are receiving Simulation Services directly from Mursion and Your Simulation Session is cancelled or interrupted because the Software was not operational or available, Mursion agrees to schedule a make-up session at a time that is mutually agreeable at no cost to You.

3.2. **Simulation Services.** In addition to technical support and provision of Software updates, Mursion offers Simulation Services provided by Mursion to a Customer utilizing the Software, where Your Authorized Users access the Software via Mursion's proprietary client-server application, or, if permitted, via Zoom or other third-party communication service or through client Software hosted on Your computers and where Simulations are performed or rendered by Mursion's Simulation Specialists as part for or to Authorized Users during the Subscription Term. The scope of Simulation Services may include any or all of the following support areas:

3.2.1. **Program Administration.** Mursion provides turn-key management of Simulation Services that includes project management, reporting, scheduling, and staffing. Other services may be offered by Mursion as part of Program Administration pursuant to the terms of the SOW.

3.2.1.1. **Scheduling Policy:** Unless otherwise specified in an applicable SOW the following Scheduling Policy will apply. Customer and Mursion will identify the general delivery dates, and Mursion will provide a scheduling system for learners to schedule their sessions. Mursion will need notice 8 weeks in advance of first delivery session to schedule. To provide flexibility for last-minute changes to learner schedules, 5% of sessions can reschedule or cancel at any time at no charge. Beyond that 5%, Mursion charges for each session that is cancelled or rescheduled within one week. Mursion is under no obligation to deliver every

Simulation Session requested by Customer but agrees to make a commercially reasonable best effort to meet all Customer Scheduling requests.

3.2.2. **Simulation Delivery.** Simulation delivery includes all time expended during any active internet connection between Your End User(s) and any Mursion Simulation Specialist for any purpose.

3.2.3. **Scenario Design.** Scenario Design is an iterative process by which Mursion Account Managers and Simulation Specialists work with subject matter experts employed by You to develop an Adobe PDF document that describes the context, learning objectives and other key attributes of a specific learning scenario. Scenario Design may also include the creation of supporting materials for learners and ancillary training materials for Simulation Specialists in additional Adobe PDF documents.

3.3. **Installation, Training and Set-up Services.** Mursion offers to provide Customer with installation, training and/or Set Up services or assistance.

3.4. **Staffing Services.** You may opt to use Your own personnel to deliver Simulations using the Software during the term of the Subscription License. In such case, Mursion offers assistance to Customer with recruiting and training of the Simulation Specialists to be retained and used by Customer.

3.4.1. **Simulation Specialist Recruiting.** Mursion provides recruiting support to You pursuant to Your SOW when You desire Mursion's assistance identifying qualified candidates to deliver Simulation Services on Your behalf using the Software.

3.4.2. **Simulation Specialist Training.** Mursion provides live, virtual training to Simulation Specialist candidates designated by Customer, preparing them to provide Simulations for Customer using the Software.

3.4.3. **Access to Mursion's Variable Part-Time Labor Pool of Trained Simulation Specialists.** Mursion provides Customers who have licensed Mursion Software but do not want to recruit and train their own dedicated Simulation Specialist with introductions to participating members of Mursion's labor pool of variable part-time Simulation Specialists, with whom Customers may negotiate Variable Part-Time employment arrangements.

3.5. **Customization Services.** Mursion offers content and software development services on a time and materials or Deliverables basis. Customization Services encompass development efforts in the following areas:

3.5.1. **Customization of Avatars and Virtual Environments.** Mursion will develop custom avatars and virtual environments on a fee for service basis.

3.5.2. **Custom Software Services.** Mursion will develop custom software applications on a fee for service basis, and on terms mutually agreed upon.

3.6. Acceptance. Each Support Service or Deliverable is deemed accepted when delivered to or performed for Customer, except as otherwise expressly specified in any SOW.

3.7. Customer Restrictions. Information, materials or other items provided by Customer in conjunction with the Support Services are and shall remain the property of Customer; however, these materials may be used or accessed by Mursion for purposes of performing or providing Simulation Services or other Support Services to or for Customer.

3.8. Payment Terms. Unless otherwise specified in Your SOW, all amounts payable by You to Mursion are due and payable within 30 days from the invoice date. Invoices will be sent no more than once per month directly to the billing contact identified on the applicable SOW (and You agree to keep Mursion informed of any updates or changes to Your billing contact information). Billing disputes must be reported to Mursion (in writing) within 30 days from the invoice date. Except as otherwise provided in the SOW, all payment obligations are non-cancelable and once paid are nonrefundable.

4. CUSTOMER DATA

4.1. Customer Data. You own and retain all rights to Your Customer Data. As between the Parties, Customer retains all intellectual property and other rights in Customer Data. Customer Data will be considered confidential information of Customer, which Mursion must keep confidential in accordance with this Agreement. Customer will have access to and the ability to easily download any Customer Data stored, hosted or controlled by Mursion or any Mursion agents at all times. Customer will have the right to remove or require Mursion to remove Customer Data from the systems or Software of Mursion or any Mursion agents. Mursion will not destroy or purge any Customer Data without Customer's consent. Upon termination or expiration of the Agreement for any reason, or upon request by Customer at any time, Mursion will immediately (or as otherwise directed by Customer in writing) cease to process the Customer Data and will promptly return to Customer all such Customer Data, or destroy the same, in accordance with Customer's instructions. Both parties will have the right to use performance data relating to the performance of the Services; provided, that, any use by Mursion will be of aggregated, anonymous, de-identified data that in no way identifies or is directly or indirectly capable of identifying the source of the data as coming from any Customer Entities. You are responsible for the accuracy, quality, integrity, and legality of Your Customer Data. You agree to abide by (and be responsible for Your compliance with) applicable laws and regulations regarding Your access and use of Customer Data with the Software, and You acknowledge that the Software is not designed (or intended) to process or manage any Protected Information. Mursion's policies and practices with respect to Customer Data are set forth in the Privacy Policy. The Software requires each Authorized User to read, acknowledge and accept the Privacy Policy in order to access and use the Software or participate in any Simulation.

4.2. Video Recordings. Unless the Customer or the Authorized Users designates that they do not want to receive Video Recordings (this designation must be made in the Mursion Software at registration), Mursion Software will automatically record the images and voices of Authorized Users as part of every Simulation session. These Video Recordings are generated in order to give Authorized Users performance feedback and other data related to their Simulation session, as provided to Authorized Users by Customer or Mursion. Video Recordings are also used to monitor and improve the quality of delivery of Simulations and to ensure overall compliance with Mursion policies. Customers and Authorized Users may elect not to have their Simulation sessions recorded by designating such a preference in the scheduling application in the Software. All Video Recordings are considered Customer Data.

4.3 **Data Security.** You are responsible for (1) properly configuring the access rights for Your Authorized Users, (2) Your Authorized User's access and use of the Software or the Simulations and their compliance with the Privacy Policy, and (3) the secure transmission of Your Customer Data to the Software or the Simulations. Mursion will maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Data in accordance with its published Privacy Policy. Any future revisions to the Privacy Policy will not diminish the current data security obligations of Mursion. Mursion will promptly notify You of any breaches of security that Mursion becomes aware of that may result in the unauthorized access, use or disclosure of Your Customer Data and will cooperate with You in the investigation and remediation of any such breach of security. Mursion will also cooperate with You in responding to reasonable inquiries from You (or from Your regulators or data controllers) regarding Mursion's compliance with its data security obligations under this Agreement. Mursion will, at its sole cost and expense, develop, implement and maintain in effect from time to time information security controls, policies and procedures that include administrative, technical and physical safeguards that are compliant with all applicable laws, rules and regulations and consistent with then-current industry standards and are designed to: (a) ensure the security and confidentiality of all Customer Data; (b) protect against anticipated threats or hazards to the security or integrity of Customer Data; (c) protect against unauthorized access or use of Customer Data; and (d) ensure the proper disposal of Customer Data. Notwithstanding anything to the contrary set forth in the Agreement, Mursion shall, at its sole cost and expense, (i) promptly notify Customer of any unauthorized possession, use or knowledge, or attempt thereof, of Customer Data by any person or entity that may become known to Mursion, (ii) promptly furnish to Customer full details of the unauthorized possession, use, or knowledge, or attempt thereof, and assist Customer in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Customer Data, (iii) cooperate with Customer in any litigation and investigation against third parties deemed necessary by Customer in connection with such unauthorized possession, use or knowledge, or attempt thereof, and (iv) use commercially reasonable steps to remediate and prevent a recurrence of any such unauthorized possession, use, or knowledge, or attempt thereof, of Customer Data.

5.4. **Data Access and Controls.** You manage and control access to Your account (by Authorized Users) and the use and processing of Your Customer Data by or in conjunction with the Software or the Simulations. Customer Data will not be accessed by Mursion except as necessary (by authorized personnel) to identify, investigate, or resolve technical problems with the Software or to verify Your compliance with the terms of this Agreement, including with respect to Video Recordings as provided in Section 5.2. Customer Data that is accessed by Mursion will (1) be kept confidential, (2) handled according to applicable laws and regulations, and (3) not be shared with any unauthorized personnel or commingled with other Customer's data.

5.5. **Disclosure of Data.** Mursion may disclose Customer Data if the disclosure is necessary to comply with a valid court order or subpoena or to comply with applicable law, rule or regulation of a governmental authority. Mursion will promptly notify You of the request for such disclosure (unless prohibited by such process) and will cooperate with You if You choose to contest the disclosure, seek confidential treatment of the Customer Data to be disclosed, or to limit the nature or scope of the Customer Data to be disclosed.

6. TERMINATION; SUSPENSION

6.1. Termination for Cause. A party may terminate this Agreement if the other party commits a material breach of this Agreement or the SOW (“Cause”) and does not cure the breach within 30 days from receiving written notice (or commence within such 30 days period and thereafter proceed diligently to cure such breach, if such breach cannot be reasonably cured within 30 days) in the case of any default other than non-payment of any Subscription Fees due Mursion, or within 10 days from receiving notice in the case of any such non-payment of Subscription Fees due Mursion. If You terminate this Agreement for Cause, Mursion will refund to You the unused portion of the Subscription Fees that were paid for the Software or Support Services for the remainder of the Subscription Term.

6.2. Suspension of Software or Support Services. Mursion reserves the right to temporarily suspend access to the Software or access to and/or provision of Simulation Services or any other Support Services if (1) You have undisputed amounts more than 30 days past due, (2) Mursion reasonably determines that You are using the Software, Simulation Services or any other Support Services in a way that creates a security vulnerability to the Software, Simulation Services or any other Support Services, or is in breach of this Agreement. Mursion will give You prior notice if access will be suspended and will promptly restore access once the issue has been resolved. Mursion will not suspend access if You are (reasonably and in good faith) disputing a charge and cooperating in resolving the dispute.

6.3. Effect of Termination. On the expiration or termination of this Agreement, You will (1) stop using and accessing the Software, Simulation Services or any other Support Services (other than as permitted in Section 6.4), and (2) pay to Mursion any Subscription Fees and any other Fees, that had accrued (but had not been paid) prior to the effective date of termination. Any post-termination transition assistance requested from Mursion is subject to the mutual agreement of the parties (and may require payment of additional fees for such assistance). Sections 3.8, 5, 6, 8 (while Customer Data is stored in the Software or the Mursion Software Simulation Services Platform), and 7 through 11 will survive the expiration or termination of this Agreement.

6.4. Access to Customer Data. You may continue to access the Software in order to retrieve and download the Customer Data stored in the Software for up to 30 days after the expiration or termination of this Agreement. After that time, Customer Data stored in the Software may be deleted by Mursion (unless legally prohibited) in accordance with the Mursion’s Privacy Policy.

7. CONFIDENTIALITY

7.1. Confidentiality. In connection with the use of the Software; access to and use of the Simulation Services or in the performance of any other Support Services, each party may need to provide the other with certain Confidential Information including Customer Data as provided in Section 5. The receiving party may only use this Confidential Information for the purpose for which it was provided and may only share this Confidential Information with its employees, agents, and representatives who need to know it, provided they are subject to similar confidentiality obligations. The receiving party will use a reasonable degree of care (in a similar way it protects its own confidential information) to protect this Confidential Information and to prevent any unauthorized use or disclosure of this Confidential Information.

7.2. Exceptions. Confidential Information does not include any information that (1) was known (without any confidentiality obligations) prior to disclosure by the disclosing party, (2) is publicly available (through no fault of the receiving party), (3) is rightfully received by a third party (without a duty

of confidentiality), or (4) is independently developed (without access or use of Confidential Information). The receiving party may disclose Confidential Information when compelled to do so by law, so long as the receiving party provides prior written notice of the disclosure (if legally permitted) to allow the disclosing party the opportunity to seek protection or confidential treatment or to limit or prevent such disclosure. The receiving party also agrees to cooperate with the disclosing party if the disclosing party chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed.

7.3. **Public Announcement.** Except as provided in Section 8.2, no public release or announcement shall be made about the Agreement or related SOWs without prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed).

8. PROPRIETARY RIGHTS

8.1. **Proprietary Rights.** Mursion owns all right, title and interest in and to all Mursion Intellectual Property and all Deliverables provided under any SOW, except with respect to any Deliverables identified in any SOW as a “Work Made for Hire”, as provided below. Neither this Agreement nor any SOW grants Customer any ownership rights in any Mursion Intellectual Property or any Deliverables provided under any SOW, except as may be expressly stated in any SOW, and the Subscription Fees and other Fees only apply to Your Subscription license or right to use and access any Mursion Intellectual Property or Simulation Services and any other Support Services during the specified Subscription Term for internal use only and not for use or access by any third parties (except as expressly otherwise provide in any SOW). Any software provided as part of any Deliverables under any SOW is licensed to Customer solely for use in conjunction with the Mursion Software Simulation Services Platform, Simulation Services or other Support Services and for no other purpose or use whatsoever, and in all events Mursion retains ownership of all source and object code and all intellectual property underlying or incorporated in any such Deliverables.

As used herein, “Mursion Intellectual Property” or “Mursion Proprietary Material” means the Software and any other Mursion software and associated third-party libraries and software systems used for the purposes of Simulation delivery, related documentation and materials, including, without limitation, all know-how, trade secrets, copyrights, and patentable inventions relating thereto, including materials notes, designs, technical data, ideas, know-how, research, reports, documentation, graphics, content, scenarios, images, virtual scenes and other information related thereto.

Mursion may agree to designate in Your SOW certain Deliverables as “**Work Made for Hire**” (to the extent permitted by Law), in which Customer is the exclusive owner or assignee of all copyrights and other proprietary rights to such Deliverables. By way of example, Mursion may agree to develop written Scenarios, or design and develop Custom Avatars or Custom Simulation Environments, on a fee-for-service basis for You. In order to be deemed a Work Made for Hire, a deliverable must be designated as such in the SOW. If permitted by the Customer and End User, Video Recordings will always be owned by the Customer.

8.2. **Usage Data.** Mursion may monitor and collect data about the general use of the Software or Simulations by Customers or Authorized Users, including via Video Recordings, and other data related to the facial expressions and voice patterns of Authorized Users. Mursion uses this data for its own business purposes (such as improving, testing, and maintaining the Software and developing additional products

and services), and from time to time, may publish this data (in the aggregate, which would not identify You or any other Customer specifically) for informational (and other such) purposes.

9. DISCLAIMER AND LIMITATION OF LIABILITY

9.1. **Disclaimer.** Mursion does not warrant that the operation of the Software, provision of Simulation Services, any other Support Services or any Deliverable will be entirely secure, completely error free, or uninterrupted. MURSION DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, DOES NOT MAKE ANY OTHER WARRANTIES.

9.2. **Limitation of Liability.** Except in connection with third party claims subject to a Party's indemnification obligations, confidentiality and security breaches, violations of law, gross negligence and willful misconduct, (i) neither Party will be liable to the other under the Agreement for consequential, special, punitive, indirect, consequential or incidental damages; and (ii) a Party's liability to the other Party under the Agreement shall not exceed the greater of (a) \$2,000,000 or (b) ten times the amounts paid or payable by Customer, for the applicable license or services provided hereunder.

10. INDEMNIFICATION

10.1. **By Mursion.** Mursion will defend, indemnify and hold You harmless from and against any claim brought against You by a third party, any final award of damages or settlement amount, and any liabilities or expenses incurred by You (including reasonable attorneys' fees) as a result of a claim which alleges that the Software or provision of Simulation Services or any other Support Services by Mursion infringes any US intellectual property right of a third party. If the use of the Software or provision of the Simulation Services or any other Support Services by Mursion is (or in Mursion's opinion is likely to be) enjoined due to such a claim, Mursion may, at its sole election, either (1) procure the right to continue using the applicable Software or access to or use of the Simulation Services or other Support Services under the terms of this Agreement, (2) replace or modify the Software or the terms or manner of provision of the Simulation Services or other Support Services so that it is non-infringing (but functionally equivalent), or (3) if Mursion is unable to achieve either of these options, then Mursion may cancel Your license or subscription with respect to the Software or access to the Simulation Services or other Support Services and refund You the unused or unamortized portion of the Subscription Fees paid for such Software, Simulation Services or other Support Services for which the use is legally prohibited. This section describes Mursion's entire responsibility and Your sole remedy for any infringement claim or action regarding the Software, the Simulation Services or any other Support Services; provided, however, Mursion's obligation to indemnify You will not apply if the infringement claim is based upon the use in combination of a Mursion product or service and one or more other products or services originating from a different source, if the Mursion product or service would not infringe but for such combination.

10.2. **By You.** You will defend, indemnify and hold Mursion harmless from and against any claim brought against Mursion by a third party, any final award of damages or settlement amount, and any liabilities or expenses incurred by Mursion (including reasonable attorneys' fees) as a result of the claim, which alleges the access, use, or provision of any Customer Data in connection with use by You or through Your computers and systems, of the Software or to the performance or use of any Simulations violates any applicable law, regulation, data privacy, or the proprietary rights of others.

10.3. **Process.** These indemnity obligations are conditioned on the indemnified party promptly notifying the indemnifying party in writing of the claim (a delay in providing notice does not excuse these indemnity obligations unless the indemnifying party is prejudiced by such delay), the indemnified party giving the indemnifying party sole control of the defense of the claim (and in any related settlement negotiations), and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense. The indemnified party may participate in the defense of the claim using its own counsel (at its own expense). The indemnifying party may not settle the claim without the indemnified party's consent if such settlement imposes a payment or other obligation on the indemnified party.

11. GENERAL

11.1. **Relationship of the Parties.** This Agreement does not create or imply any agency, partnership, or franchise relationship. This Agreement is intended for the benefit of the parties and is not intended to benefit any third party. Neither party has the authority to assume or create any obligation on behalf of the other party.

11.2. **Representations.** Mursion and Customer warrant and represent to the other that the order, any SOW and this Agreement are valid and duly authorized by all necessary corporate or other action by such party and is the legal, valid and binding obligation of such party enforceable against it in accordance with its terms.

11.3. **Insurance.** Mursion will maintain insurance as set forth in **Exhibit A** hereto.

11.4. **Assignment.** Customer may not assign any SOW, or this Agreement without Mursion's prior written consent (except to an affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of the assets or equity of such party as a going concern). Mursion shall be permitted to assign any SOW or this Agreement at its election. Any attempt by Customer to assign any SOW or this Agreement other than as permitted in this Agreement will be null and void.

11.5. **Notices.** Any notice, approval, consent, or other communication intended to have legal effect under this Agreement must be given to the other party in writing, by first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated on the SOW, unless the other party has given notice of a new address), and will be deemed given upon receipt.

11.6. **Contracting Entity and Governing Law.** Your SOW and this Agreement are governed by the terms of the State of California (which applies without regard to any conflicts of law principles) and the exclusive jurisdiction and venue for any disputes arising out of or relating to this Agreement shall be in the state courts in California or in the federal district court for the Northern District of California.

11.7. **Entire Understanding.** This Agreement, together with any SOWs, constitutes the complete and exclusive understanding and agreement between the parties regarding this subject and supersedes all prior or contemporaneous agreements or understandings (written or verbal) relating to this subject matter of this Agreement. No terms in any purchase order or in any order documentation are incorporated into or form any part of this Agreement. If any terms are found to be void or unenforceable, the remaining terms of this Agreement will remain in full force and effect. Any waiver, modification, or amendment of this Agreement must be in writing and signed by authorized representatives of both parties. This Agreement may be provided in different languages, however, the English version of this Agreement will

control. In the event of any conflict between this Agreement and any SOW, the terms of this Agreement shall govern and control.

I hereby represent that I am an authorized signatory and have read and agree to the terms of this Agreement.

Approved:

MURSION:

Mursion, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Mursion Insurance

Coverage	Coverage Details
General Liability	\$1,000,000 Per Occurrence
	\$2,000,000 Annual Aggregate, Other Than Products
Commercial Auto	\$1,000,000 Liability Combined Single Limit
Excess/ Umbrella Liability	\$7,000,000 Per Occurrence
Cyber Liability	\$2,000,000 Tech Professional Limit
	\$2,000,000 Media Liability Limit
	\$2,000,000 Data Breach & Privacy Limit
	\$2,000,000 Cyber Enhancement BI Limit
Workers Compensation / Employers Liability	As Required by Law for Covered States