

SUBLICENSING AGREEMENT

This Sublicensing Agreement, dated as of September 19, 2022-September 19, 2025 (the “**Agreement**”), is entered into by and between CAETRA.IO, INC., a New York corporation having its principal place of business at 99 Garnsey Road, Pittsford, New York 14534 (“**Caetra**”), and Orange-Ulster BOCES having its principal place of business at 53 Gibson Road, Goshen , NY 10924 (“**Licensee**”, and together with Caetra, the “**Parties**”, and each, a “**Party**”).

WHEREAS, Caetra is in the business of providing cybersecurity software, including the CyMetric™ product, to third parties in an effort to enable compliance with various regulatory matters;

WHEREAS, Licensee has affiliates comprised of Licensee’s component school districts (collectively, the “Component School Districts”) and other contacts which may be interested in utilizing the Product and Licensee desires to promote, market and sublicense the Product to such third parties; and

WHEREAS, the Parties desire to formalize the terms of an arrangement whereby Licensee will license the Product and related materials and rights from Caetra and in turn sublicense the Product directly to end users, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Licenses.

1.1 Subject to and conditioned on Licensee’s and its Sublicensees’ compliance with this Agreement, Caetra hereby grants Licensee and its employees and staff during the Term a non-exclusive, non-transferable, non-sublicensable (except in compliance with Section 3): (i) right to promote, market and sublicense the Product during the Term; and (ii) license to use the Product, the Documentation and Caetra’s Trademarks.

1.2 The use of all such Caetra Trademarks is subject to the policies and requirements of Caetra as in effect from time to time, and provided Licensee has been given actual notice at least 30 days in advance of such policies and requirements, Licensee, upon receipt of such notice from Caetra, shall promptly discontinue the display or other use of any trademark, and/or change the manner in which any trademark owned by Caetra is displayed or used, when requested by Caetra. Licensee shall, at all times, conduct its business and use Caetra’s Trademarks in a manner consistent with the standards, quality, style and image provided in the Documentation by Caetra to Licensee.

1.3 Licensee acknowledges and agrees that each Sublicense shall be further subject to the terms and conditions set forth in Appendix A and Appendix B as if incorporated therein. In the event of a conflict between this Agreement, and the Appendices, the Appendices shall control. Licensee further acknowledges and agrees that the limitations of liability and limitations of warranties with respect to the Product set forth in Appendix A shall apply to any Sublicense granted by Licensee pursuant to this Agreement and that Caetra shall have no liability or obligations beyond those set forth herein and in Appendix A, regardless of the terms of any Sublicense. Any

liability or obligation arising by virtue of any Sublicense beyond the scope of liability and obligations set forth in Appendix A shall be the sole liability and obligations of Licensee.

2. Appointment of Licensee. Caetra hereby grants Licensee the non-exclusive right to sublicense (pursuant to the terms hereof) the Product to Sublicensee comprised of the Component School Districts and other non-component public school districts which may be interested in utilizing the Product. Licensee agrees that the rights granted to it hereunder are non-exclusive and that Caetra is free to engage other Persons to license or otherwise market, sublicense and sell the Product directly or through other third parties, in Caetra's sole discretion.

3. Grant of Authority to Sublicense.

3.1 Sublicensees. Licensee shall submit to Caetra intended Sublicensees of the Product ("**Proposed Sublicensees**") prior to entering into Sublicense Agreements with any such Sublicensees. Caetra shall approve or decline any such Sublicensee within five (5) business days following receipt, at Caetra's reasonable discretion, of the identity of such Sublicensees, such approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, Component School Districts are approved Sublicensees for which Caetra's approval shall not be necessary. Caetra shall have no obligation to approve a Sublicense under this Agreement: (i) if a Proposed Sublicensee is already under contract to receive products or services from Caetra, or (ii) if a third party not affiliated with Caetra introduces a Proposed Sublicensee or refers a Proposed Sublicensee to Caetra before Licensee has submitted such Proposed Sublicensee to Caetra.

3.2 Excluded Sublicensees. Subject to Section 3.1 above, Licensee acknowledges and agrees that it is not entitled to sublicense the Product or otherwise make the Product available to anyone other than Proposed Sublicensees that Caetra has approved, in writing.

3.3 Sublicenses. Subject to the terms and conditions of this Agreement, Caetra hereby grants to Licensee the right to sublicense all or any of its licensed rights to and under this Agreement, including the right to access and use the Product during the Term, to one or more Sublicensees approved by Caetra pursuant to the terms of this Agreement subject to the express limitations set forth in this Section 3. Licensee shall promptly deliver to Caetra a true, complete, and correct copy of each Approved Sublicense entered into by Licensee, and any modification or termination thereof following the applicable execution, modification, or termination of the Approved Sublicense.

3.4 Promotional License. Caetra hereby grants a limited, non-exclusive, non-transferrable, non-sublicensable, cancellable license to Licensee to distribute, make available and otherwise use all information and marketing materials made available by Caetra to Licensee pursuant to this Agreement for the marketing, promotion and sublicensing of the Product, in accordance with the terms and conditions of this Agreement. Caetra further hereby grants to the Licensee a limited non-exclusive, non-transferable, non-sublicensable right and license to access and use the Product solely for the purposes of the Licensee's performance of this Agreement.

3.5 Scope of Sublicense. No sublicense agreement may exceed the scope of rights granted to Licensee under Section 1 of this Agreement. Licensee shall require all sublicense agreements to be in writing and to: (i) include an agreement by the Sublicensee to be bound by the terms and conditions of this Agreement, including Appendix A hereto; (ii) subject to Section 9.4(c), provided that the term of the sublicense thereunder may not extend beyond the Term; and (iii) indicate that Caetra is a third party beneficiary and entitled to enforce the terms and conditions

of the sublicense agreement. Any sublicense of the right to access and use the Product during the Term shall be solely for use by the applicable Sublicensee in accordance with this Agreement. Such use shall be limited to such Sublicensee's internal use or to use by assigned employees, staff, vendors or other agents on behalf of the Sublicensee. Caetra shall provide to Licensee or Sublicensee, as applicable, the Access Credentials within a reasonable time following the effective date of the sublicense.

3.6 Licensee and Caetra Liability. Notwithstanding the terms of any sublicense agreement, Licensee shall remain primarily liable to Caetra for all of Licensee's duties and obligations contained in this Agreement, including the payment of all fees and indemnities due hereunder. Any act or omission of a Sublicensee that would be a material breach of this Agreement if committed or omitted by Licensee will be a breach by Licensee. Caetra shall provide written notice to Licensee specifying any alleged breach of this Agreement. Each Approved Sublicense must contain a right of termination by Licensee for the Sublicensee's material breach of any terms or conditions of the Approved Sublicense that cannot be cured or, if it can be cured, it is not cured by the other party within thirty (30) day after the breaching party's receipt of written notice of such breach; provided, however that if Caetra begins to cure within such thirty (30) day period and proceeds diligently to complete such cure, then Caetra shall have a commercially reasonable period of time necessary to complete such cure so long as the cure is being diligently pursued by Caetra.

4. General Licensee Obligations.

4.1 General Obligations. Throughout the term of this Agreement, Licensee shall:

(a) notify Caetra of any complaint or adverse claim received by Licensee about the Product within five (5) business days of receipt of actual notice of any such complaint or adverse claim by the Cabinet Members and/or Data Privacy Officer(s) of Licensee; and

(b) make commercially reasonable efforts, at all times during the Term of this Agreement, to utilize Caetra approved marketing materials, logos, names and trademarks, subject to all licensing provisions under Section 3 of this Agreement.

4.2 Maintain Licenses. Licensee shall at its own cost and expense maintain all certifications, credentials, licenses and permits necessary for it to conduct its business. Notwithstanding the foregoing, Licensee shall bear no cost or expense, and shall have no responsibility, to maintain any certifications, credentials, licenses or permits, or to otherwise comply with applicable law with respect to Caetra's business of providing the Product.

4.3 Prohibited Acts. Notwithstanding anything to the contrary in this Agreement, Licensee shall not:

(a) make any representations, warranties, guarantees, indemnities, similar claims or other commitments, actually, apparently or ostensibly on behalf of Caetra, to any Proposed Sublicensee with respect to the Product that is inconsistent with the commitments of this Agreement or any written documentation provided by Caetra to Licensee;

(b) engage in any unfair, anti-competitive, misleading or deceptive practices respecting the Product, including any product disparagement;

(c) intentionally separate any software or accessories sold, licensed, bundled or packaged by it with the Product from the Product or sell, sublicense, license or distribute such software on a standalone basis, or remove, translate or modify the contents or documentation of or related to such software or accessories;

(d) copy, modify, or create derivative works or improvements of the Product or Caetra Materials, apart from creating any custom controls or policies;

(e) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Product or Caetra Materials, in whole or in part;

(f) intentionally bypass or breach any security device or protection used by Caetra, the Product or the Caetra Materials or access or use the Product or Caetra Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(g) intentionally input, upload, transmit, or otherwise provide to or through the Product or Caetra Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(h) intentionally damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Product, Caetra Systems, or Caetra's provision of services to any third party, in whole or in part;

(i) intentionally remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Product or any Caetra Materials, including any copy thereof;

(j) intentionally access or use the Product or Caetra Materials in any manner that violates any applicable law;

(k) access or use the Product or Caetra Materials for purposes of competitive analysis of the Product or Caetra Materials, the development, provision, or use of a competing software service or product or any other purpose that is to Caetra's detriment or commercial disadvantage; or

(l) otherwise access or use the Product or Caetra Materials beyond the scope of the authorization granted under Sections 1 and 3.

5. Caetra Obligations. In consideration of the performance of Licensee's obligations hereunder, throughout the Term of this Agreement, Caetra hereby agrees as follows:

(a) to provide to Licensee information and marketing materials that Caetra usually makes available to its representatives engaged with licensing the Product regarding the marketing, advertising, promotion and licensing of the Product;

(b) to be solely responsible for the Product's performance at Caetra's sole cost and expense. Caetra shall maintain minimum uptime of 95% for the Product during normal business hours, which shall be from 9:00

a.m. to 4:00 p.m. local time Monday through Friday (excluding legal holidays). Scheduled downtime, provided Caetra shall have provided Licensee at least 48 hours prior notice of all scheduled outages of the Product, and the time the Product is unavailable as a result of something beyond Caetra's control, including without limitation Force Majeure Events, shall be calculated as uptime. Caetra shall also provide Product Support pursuant to paragraph 7 of Appendix A.

6. Caetra's Discretion to Discontinue Licensing of Product. Caetra reserves the right, in its sole and absolute discretion, to discontinue the licensing of the Product at any time upon ninety (90) days written notice thereof to Licensee.

7. Licensing Fees.

7.1 Fees Based on Sublicenses. Licensee will pay to Caetra Caetra's standard license fee for each Sublicense entered into by Licensee, pursuant to Appendix B attached hereto based on Caetra's standard pricing policy from time to time or as otherwise agreed between Licensee and Caetra (the "**License Fees**"). Notwithstanding the foregoing, any change in Caetra's standing pricing shall be effective unless Caetra shall have provided written notice to Licensee of any changes in Caetra's standard pricing on or before the February 1 immediately preceding the commencement of any Renewal Term (as hereinafter defined).

7.2 Licensing Fee Payment Terms. Caetra will invoice Licensee for all Licensing Fees payable, and such Licensing Fees shall be paid within thirty (30) days of receipt of an invoice from Caetra.

8. Intellectual Property Rights.

8.1 Ownership. Licensee acknowledges and agrees that:

(a) any and all of Caetra's Intellectual Property Rights are the sole and exclusive property of Caetra or its licensors;

(b) Except for the licenses granted exclusively and specifically in this Agreement, Licensee shall not acquire any ownership interest in any of Caetra's Intellectual Property Rights under this Agreement or otherwise;

(c) any goodwill derived from the use by Licensee of Caetra's Intellectual Property Rights shall inure to the benefit of Caetra or its licensors, as the case may be;

(d) if Licensee acquires any Intellectual Property Rights in or relating to the Product or any related rights (including any rights in any Caetra Trademarks, derivative works or patent improvements relating thereto), by operation of law, or otherwise, such rights are deemed to be owned by Caetra or its licensors and are hereby irrevocably assigned to Caetra or its licensors, as the case may be, without further action by Licensee or Caetra; and

(e) Licensee shall use Caetra's Intellectual Property Rights solely for the purposes of performing its rights and obligations hereunder and only in accordance with the terms and conditions of this Agreement.

9. Term; Termination.

9.1 Initial Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until June 30, 2021, unless earlier terminated as provided under this Agreement (the “**Initial Term**”).

9.2 Renewal Term. Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional twelve (12) month term (a “**Renewal Term**”) unless earlier terminated as provided under this Agreement. Upon the expiration of each Renewal Term, this Agreement shall automatically renew for an additional twelve (12) month term unless earlier terminated as provided under this Agreement. The terms and conditions of each Renewal Term shall be the same as those that are in effect immediately prior to the commencement thereof. The Initial Term, together with each Renewal Term, are hereinafter referred to collectively as the “**Term**.” Notwithstanding the foregoing, either Party may terminate this Agreement on the expiration of the Initial Term, or a Renewal Term, by giving the other Party hereto written notice thereof at least thirty (30) days prior to the expiration of then current Term. Notwithstanding anything to the contrary contained herein, either party may terminate this Agreement for any reason upon ninety (90) days’ notice. A Component School District may also terminate a sublicense for any reason upon ninety (90) days’ prior notice.

9.3 Right to Terminate. In addition to the termination rights set forth in Section 9.2 above, either Party may terminate this Agreement immediately, if the other Party is in material breach of any provision of this Agreement, upon written notice specifying such breach, and either the breach cannot be cured or, if it can be cured, it is not cured by the other Party within thirty (30) days after the breaching Party’s receipt of written notice specifying such breach.

9.4 Effect of Expiration or Termination.

(a) The expiration or termination of the Term will not affect any rights or obligations that are to survive the expiration or termination of this Agreement pursuant to the terms and conditions of Section 13.2.

(b) Upon the expiration or earlier termination of this Agreement, Licensee shall promptly but in any case by 15 days after such expiration or termination:

- (i) cease all use of the Product, including all display, advertising, promotion and use of all of Caetra’s trademarks and will not thereafter use, advertise, promote or display any of Caetra’s Trademarks;
- (ii) return to Caetra all documents and tangible materials (and any copies thereof) containing, reflecting, incorporating or based on Caetra's Confidential Information;
- (iii) permanently erase (and certify as to the erasure of) all of Caetra's Confidential Information from its computer hardware and systems, except for copies that are maintained as archive copies on its disaster recovery systems/server.

(c) Notwithstanding the foregoing, in the event this Agreement is terminated by Caetra pursuant to Section 9.2 above, the licenses granted to Licensee herein shall remain in effect and Licensee shall retain the

rights granted thereby, solely for the purpose of continuing any Approved Sublicenses entered into by Licensee as of the date of termination. Upon the expiration or termination of any such Approved Sublicense, the licenses granted hereunder shall terminate with respect to such Approved Sublicense.

(d) In the event of Licensee or any Sublicensee is in material breach of the terms of this Agreement after thirty (30) days of receipt of written notice, Provider may disable all access to the Product by Licensee or any such Sublicensee; provided, however that if Licensee or any Sublicensee begins to cure within such thirty (30) day period and proceeds diligently to complete such cure, then Licensee or any Sublicensee shall have a commercially reasonable period of time necessary to complete such cure so long as the cure is being diligently pursued by Licensee or any Sublicensee.

(e) In the event of a termination or expiration of this Agreement for any reason other than a termination by Caetra pursuant to Section 9.2 above, the Parties will cooperate in good faith to transition any Sublicensee relationships between Licensee and any applicable Sublicensee to a direct engagement by Caetra with respect to such Sublicensee. Upon the transition of all Sublicensee to the reasonable satisfaction of Caetra, Licensee shall have no further right to collect payment from such Sublicensee and no further rights, except as set forth in Section 13.2, if any, under this Agreement.

(f) Subject to the continuing obligations of either Party as described in Section 13.2, as well as the obligations of Licensee set forth in Section 9.4(b) above, the Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement; provided, however, that the foregoing limitation of liability shall not apply where such early termination is the result of a material breach of the Agreement as set forth in Section 9.3.

10. Confidentiality.

10.1 Scope of Confidential Information. Throughout the term of this Agreement, each Party may disclose or make available to the other Party certain of such Party's Confidential Information. In connection therewith, such other Party shall:

(a) protect and safeguard the confidentiality of the disclosing Party's Confidential Information with at least the same degree of care as such Party would protect its own confidential information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

(c) not disclose any such Confidential Information to any Person, except to such Party's Personnel and Representatives who need to know the Confidential Information to assist such Party, or act on its behalf, in performing its obligations under this Agreement.

10.2 Required Disclosure. Notwithstanding the foregoing, a receiving Party may disclose Confidential Information to the extent that such disclosure is required to be disclosed under applicable law or by a court or other tribunal, arbiter or administrative agency as part of any legal proceeding to which such receiving Party is a

party; provided, however, that the receiving Party notifies the disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing party, at the Disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

10.3 Breach. A Party shall be responsible for any breach of this Section 10 caused by any of its Personnel or Representatives.

10.4 Privacy and Collection of Licensee Data. Licensee and the Component School Districts will retain ownership of, and the ability to control, all Licensee and Component School District data imported into the Caetra System, including without limitation pupil records and student data, as defined in New York Education Law Section 2-d (“**Pupil Records**”). Each party acknowledges that the Product is not intended to include or collect, and Caetra will not have access to any Student Data or Teacher or Principal Data, as defined in Education Law 2-d nor 8 NYCRR 121, and that the parties do not intend to store any such data in connection with this Agreement or any Approved Sublicense. Caetra certifies and warrants that, in accordance with this Agreement, Pupil Records shall not be retained or available to Caetra or its Personnel or Representatives, and that this certification may be enforced by any lawful means, including without limitation, through civil action.

11. Mediation.

11.1 Negotiation. If any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (“**Dispute**”), between Caetra and Licensee cannot reasonably be resolved by the Parties through mutual negotiation, the Parties agree that the Dispute will be resolved by mediation as set forth in Section 11.2.

11.2 Mediation, Generally. Any Dispute under this Agreement will be submitted to informed and non-binding mediation service in Monroe County, New York, before an impartial, trained mediator who will hear the issues and attempt to guide the Parties to a fair and equitable resolution. The Parties shall cooperate with one another in selecting a mediator, shall cooperate with the mediator and with one another, and shall use commercially reasonable efforts in participating in the mediation. Each Party shall bear its own expenses and attorneys' fees incurred in connection with mediation and will share equally the fees and expenses of the mediator, regardless of the outcome of mediation.

11.3 Limitation on Mediation. The Parties agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their Personnel, and/or their Affiliates, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties. Evidence that is otherwise admissible or discoverable, however, shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. The Parties further agree this mediation agreement bears no effect on the Parties' ability to use arbitration procedures or litigation to resolve any Dispute.

11.4 Notwithstanding anything to the contrary contained herein, neither Party will be required to submit to mediation under this section with respect to the exercise of equitable remedies as provided under Section 12.10 of this Agreement.

12. Miscellaneous.

12.1 Entire Agreement. This Agreement, including and together with all exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

12.2 Survival; Limitation of Actions. Sections 4.3, 8, 10, 11 and 12 of this Agreement, together with Sections 12 and 14 of Appendix A shall survive the expiration or earlier termination of this Agreement for the period of six (6) years.

12.3 Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”) in writing and addressed to the other Party at its address set forth in the first paragraph of this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Notices delivered by personal delivery shall be deemed to have been given at the time of delivery; notices delivered by courier shall be deemed to have been given at the time of delivery as shown on the records of the courier; and notices given by certified or registered mail shall be deemed to have been given three (3) business days following the postmark date.

12.4 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.6 Status As Independent Contractor. Licensee is an independent contractor in performing its obligations under this Agreement. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties or an employee/employer relationship. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any customer or other third party. The operations of the Licensee are subject to the sole control of Licensee. All Personnel of Licensee are employees or representatives of Licensee and not of Caetra. Without limiting the foregoing, Licensee shall be solely responsible for covering all of its Personnel under any applicable social benefit laws (including workers' compensation and applicable state disability insurance), making any and all payroll deductions and contributions that may be required by any law or otherwise with respect to such Personnel, and any and all tax payments associated with any fees or payments received by it in connection with the Products. Licensee acknowledges and agrees that none of its Personnel shall be eligible for the employee benefits programs of Caetra or any of its Affiliates and shall make no claim for benefits or coverage under any such programs.

12.7 Amendment and Modification. No amendment to this Agreement is effective unless it is in writing and signed by an authorized Representative of each Party.

12.8 Waiver. No failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement, nor any act, omission or course of dealing between the Parties, shall operate as a waiver.

12.9 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

12.10 Equitable Remedies. The Parties acknowledge and agree that (a) a breach or threatened breach by either Party of any of their obligations under Section 10 would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by either Party, or any of its Personnel or Representatives, of any of the obligations set forth in Section 10, the other Party shall, in addition to any and all other rights and remedies that may be available to it at law, in equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

12.11 Assignment. Except as expressly set forth herein, Licensee may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Caetra. Any purported assignment or delegation in violation of this Section is null and void. Caetra (and its successors and assigns) may freely assign any of its rights or obligations hereunder to any successor-in-interest of Caetra, and to any Affiliate of Caetra.

12.12 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

12.13 No Third-party Beneficiaries. The parties do not confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

12.14 Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

12.15 Choice of Forum. Without limitation to Section 12 hereof, each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than courts sitting in Monroe County, New York. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

12.16 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. Definitions. Capitalized terms have the meanings set forth or referred to in this Section, or in the Section in which they first appear in this Agreement.

“Access Credentials” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Product.

“Affiliate” means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a Party. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Party, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning ascribed to such term in the preamble.

“Approved Sublicense” means a sublicense agreement between Licensee and a Sublicensee complying with Section 3.5 and otherwise in form and substance approved by Caetra.

“Authorized User” means Licensee’s or a Sublicensee’s employees, consultants, contractors, and agents (a) who are authorized by Licensee or such Sublicensee to access and use the Product under the rights granted to Licensee or such Sublicensee pursuant to this Agreement or an Approved Sublicense; and (b) for whom access to the Product has been purchased hereunder.

“Caetra” has the meaning ascribed to such term in the preamble of this Agreement.

“Caetra's Intellectual Property Rights” means all Intellectual Property Rights owned by or licensed to Caetra.

“Caetra Materials” means the Product, Documentation, and Caetra Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Caetra or any subcontractor in connection with the Product or otherwise comprise or relate to the Product or Caetra Systems.

“Caetra Systems” means the Product, the information technology infrastructure used by or on behalf of Caetra in offering and maintain the Product, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Caetra or through the use of third-party services.

“Caetra's Trademarks” means all trademarks owned or licensed by Caetra, whether or not registered.

“Confidential Information” shall mean (i) information about a Party’s business, affairs, goods and products (including the Product and the Caetra Materials), forecasts, plans, financial information, confidential information and materials comprising or relating to Intellectual Property Rights or Trade Secrets and (ii) information about the business, affairs, goods and products, forecasts, plans, financial information, confidential information and materials of other Persons in the possession of such Party, including information regarding or relating to any such Person’s Intellectual Property Rights or Trade Secrets, , in each case, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential.”

“Documentation” means any manuals, instructions, or other documents that Caetra provides or makes available to Licensee or any Sublicensee in any form or medium and which describe the functionality, components, features, or requirements of the Product or Caetra Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“Effective Date” means the date first set forth above.

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Licensee, any Sublicensee or any Authorized User from accessing or using the Product or Caetra Systems as intended by this Agreement.

“Initial Term” has the meaning ascribed to such term in Section 9.1.

“Intellectual Property Rights” means all intellectual property rights comprising or relating to/of the following: (a) patents; (b) trademarks (registered or unregistered); (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) Trade Secrets; (f) mask works; and (g) all other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout or in any part of the world.

“Licensee” has the meaning ascribed to such term in the preamble of this Agreement.

“Notice” has the meaning ascribed to such term in Section 12.3.

“Party” has the meaning ascribed to such term in the preamble to this Agreement.

“Person” means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, governmental authority or any other entity.

“Personnel” means agents, employees or subcontractors engaged or appointed by Caetra or Licensee.

“Proposed Sublicensee” means a related party or other contact of the Licensee that may be interested in sublicensing the Product.

“Product” means the CyMetric™ tool developed and maintained by Caetra, the access to and use of CyMetric™ and any other cloud-based software-as-a-service offerings related thereto and offered by Caetra, and any supplementary services or offerings provided by Caetra with respect thereto.

“Renewal Term” has the meaning ascribed to such term in Section 9.2.

“Representatives” means a Party’s Affiliates, employees, officers, directors, partners, shareholders, agents, attorneys, third-party advisors, successors and permitted assigns.

“Sublicensee” means a party entering into a sublicense with Licensee for the use of the Product in compliance with the terms of this Agreement, including a Component School District.

“Term” has the meaning ascribed to such term in Section 9.2.

“Trade Secrets” means all inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures and other confidential and proprietary information and all rights therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Sublicense Agreement as of the Effective Date.

CAETRA.IO, INC.

By: Michael A. Compisi

Name: Michael A. Compisi

Title: President

Date: September 20, 2022

LICENSEE:

Orange-Ulster BOCES

By: Deborah McBride Heppes

Name: Deborah McBride Heppes

Title: Deputy Superintendent

Date: 9.23.22

APPENDIX A TO SUBLICENSE AGREEMENT

1. Changes. Caetra reserves the right, in its sole discretion, to make any changes to the Product and the and Caetra Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Product and Caetra's services to its customers; (ii) the competitive strength of or market for Caetra's services; or (iii) the Product's cost efficiency or performance; or (b) to comply with applicable law.

2. Licensee and Sublicensee Systems and Cooperation. Subject to Section 5 of the Agreement, Licensee and each Sublicensee shall at all times during the Term: set up, maintain, and operate in good repair and in accordance with the Specifications all Licensee/Sublicensee Systems on or through which the Product is accessed or used.

3. Effect of Customer Failure or Delay. Except as specifically provided in the Agreement, Caetra is not responsible or liable for any delay or failure of performance caused in whole or in part by Licensee's or any Sublicensee's delay in performing, or failure to perform, any of its obligations under the Agreement or this Appendix A.

4. Corrective Action and Notice. If Licensee or any Sublicensee becomes aware of any actual or threatened activity prohibited by Section 4.3 of the Agreement, Licensee or such Sublicensee shall immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Product and Caetra Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Caetra of any such actual or threatened activity.

5. Applicable Law. Caetra, Licensee and each Sublicensee shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with their use of the Product, including without limitation those related to privacy, electronic communications, and anti-spam legislation.

6. Scheduled Downtime. Caetra will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Product between the hours of 1:00 a.m. and 6:00 a.m., Eastern Standard Time; and (b) give Licensee at least 48 hours prior notice of all scheduled outages of the Product.

7. Product Support. The licenses to the Product include Caetra's standard customer support services in accordance with the Caetra service support schedule then in effect, including without limitation technical support by telephone (between the hours of 9:00 a.m. and 4:00 p.m. local time) and email support in response to requests for assistance in the installation, set-up, and maintenance of the Product, and the fixing of any error, bug, malfunction, or network connectivity defect. Caetra shall respond to any such request for assistance within twenty-four (24) hours and provide a working solution within four (4) business days; provided, however that if a working solution cannot be provided within four (4) business days and Caetra is proceeding diligently to provide such working solution, then Caetra shall have a commercially reasonable period of time necessary to provide such working solution.

8. Licensee/Sublicensee Control and Responsibility. Except as otherwise provided herein, including, without limitation, Section 10 of the Agreement relating to Confidentiality and paragraph 9 below concerning Access and Security, or in Caetra's Privacy Policy as amended from time to time, a current copy of which is available on Caetra's website (the "**Privacy Policy**"), Licensee and each Sublicensee has and shall retain sole responsibility for: (a) all Licensee/Sublicensee Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Licensee or any

Sublicenses in connection with the Product; (c) Licensee/Sublicensee Systems; (d) the security and use of Licensee's and each Sublicensee's Access Credentials; (e) all access to and use of the Product and Caetra Materials directly or indirectly by or through the Licensee/Sublicensee Systems or any applicable Access Credentials, with or without Licensee's or any Sublicensee's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and (f) the Licensee's actions and those of any Sublicensee.

9. Access and Security. Licensee and each Sublicensee shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Product; and (b) control the content and use of Licensee/Sublicensee Data, including the uploading or other provision of Licensee/Sublicensee Data for processing by the Product.

10. Mutual Representations and Warranties. Caetra, on one hand, and Licensee on the other hand, each represents and warrants to the other that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under the Agreement, including this Appendix A; and

(c) when agreed to by the Licensee, and in each Sublicensee by each Sublicensee, the Agreement, including this Appendix A, will constitute the legal, valid, and binding obligation of the Licensee and each Sublicensee, enforceable against each in accordance with its terms.

11. Additional Caetra General Representations, Warranties, and Covenants. Caetra represents, warrants, and covenants to Licensee that Caetra will maintain the Product using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under the Agreement. To the best of Caetra's knowledge, Caetra represents, warrants, and covenants that it has not infringed or violated any third-party right, including without limitation, intellectual property, privacy or publicity rights.

12. Additional Caetra Specific Representations, Warranties and Covenants.

12.1 Caetra warrants (hereinafter the "**Limited Warranty**") to Licensee that it has mapped and/or created controls that substantially satisfy the requirements of the regulations it supports but that this was done without consideration of any particular risk any individual user may face or the unique circumstances of their operation and environment. Therefore, it is incumbent upon the Licensee and each Sublicensee to ensure that the controls and policies identified by Caetra address all their known risks and that the controls and policies are properly implemented and followed. Caetra further represents and warrants that the Caetra Systems and the Product will perform substantially as described in and in accordance with any Caetra Materials that accompany the Agreement and/or that are on Caetra's website as of the date hereof.

12.2 This Limited Warranty does not apply: (i) to any custom policies or controls that Licensee or any Sublicensee authors or creates, except where such policies or controls are authored or created with the input of Caetra; (ii) if Licensee or any Sublicensee use the Product other than in

accordance with the Agreement; to any losses that are caused by cyber-attacks that were not the result of gross negligence or willful misconduct by Caetra or its Personnel, or that were unable to prevent despite maintenance of commercially reasonable administrative, physical and technical safeguards for the protection of Licensee/Sublicensee Data, except such administrative, physical and/or technical safeguards as is otherwise required to be implemented by Caetra pursuant to this Agreement).

Subject to the Limited Warranty under Section 12.1 that the Caetra Systems and the Product will perform substantially as described in and in accordance with any Caetra Materials that accompany the Agreement and/or that are on Caetra's website, Caetra explicitly denies and disavows any other warranties except those explicitly set forth in this Section 12 and specifically sets forth that it DOES NOT, inter alia, warrant or guarantee:

- (a) That the use of CyMetric™, or other Caetra System or Services, will insulate, negate or free Licensee or any Sublicensee from the regulatory, statutory or common law requirements applicable to Licensee or such Sublicensee or to the Licensee's or any Sublicensee's commercial, contractual or financial undertakings or other contractual duties or liabilities;
- (b) That the use of the Product will guarantee absolute compliance with any law, statute, code, scheme, or requirement or guarantee passage of an audit related to any law, statute, code, scheme, or requirement;
- (c) That the use of the Product or any Caetra Materials will prevent:
 - (i) any cyber security related attack on Licensee or any Sublicensee or their respective information systems, servers or hardware or software;
 - (ii) any cyber security related breach of Licensee's or any Sublicensee's information systems, servers or hardware or software;
 - (iii) any information security breach, or any theft, loss and/or corruption of Licensee's or any Sublicensee's information by a third party (or parties); or,
 - (iv) any denial of service or destruction of information or any other information security related event; or
 - (v) That the use of the Product is the equivalent of a legal opinion or advice.

Subject to paragraph 13.2 of this Agreement, the Limited Warranty starts upon commencement of the Term and ends when this Agreement is terminated consistent with the terms set forth herein. Subject to paragraph 13.2 of this Agreement, any supplements, updates, or replacements of CyMetric™, or other Caetra System versions that Licensee or any Sublicensee may receive from Caetra during the Term are also covered, but only for the remainder of the Term or for 30 days, whichever is longer. Transferring the CyMetric™, or other Caetra System, will not extend the Limited Warranty.

If Caetra breaches its Limited Warranty, it will, at its election, and as Licensee's sole and exclusive remedy, either: (i) repair or replace the CyMetric™, or other Caetra System, or offer a replacement Product or services, at no charge, or (ii) accept the cancellation of this Agreement for a refund of the pro rata amount paid by the Licensee, if any, together with the payment of legal fees and related costs

associated with bringing Licensee or any applicable Sublicensee into substantial compliance with any Caetra licensed information security related law, statute, code or regulation included in CyMetric™ up to an amount equal to total Licensee Fees paid by Licensee (or, with respect to any breach of the foregoing warranties with respect to any Sublicensee, the Licensee Fees paid by Licensee attributable solely to the applicable Sublicensee) hereunder in the 12 calendar months prior to Caetra's breach of the Limited Warranty. In no event shall Caetra be liable for any fines or penalties levied against Licensee or any Sublicensee.

12.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 10, 11, AND 12, CAETRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CAETRA MAKES NO WARRANTY OF ANY KIND THAT THE PRODUCT OR CAETRA MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL OPERATE WITHOUT INTERRUPTION BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Indemnification.

13.1 Licensee Indemnification. To the fullest extent permitted by applicable law, and except to the extent arising out of Caetra's gross negligence or willful misconduct, Licensee shall indemnify, defend, and hold harmless Caetra and its subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Caetra Indemnatee**") from and against any and all Losses incurred by such Caetra Indemnatee resulting from any action by a third party (other than an Affiliate of a Caetra Indemnatee) to the extent that such Losses arise out of or result from:

(a) Licensee/Sublicensee Data, including any processing of Licensee/Sublicensee Data by or on behalf of Caetra in accordance with the Agreement, except where such Loss is the result of any act or omission of Caetra or would constitute a breach of Caetra's obligations under the Agreement;

(b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Licensee or any Sublicensee, including Caetra's compliance with any specifications or directions provided by or on behalf of Licensee or such Sublicensee to the extent prepared without any contribution by Caetra;

(c) allegation of facts that, if true, would constitute Licensee's or any Sublicensee's breach of any of its representations, warranties, covenants, or obligations under the Agreement (including any unauthorized or improper use of the Product); or

(d) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Licensee or any Sublicensee, or any third party on behalf of Licensee or any Sublicensee, in connection with this Agreement.

13.2 Caetra Indemnification. To the fullest extent permitted by applicable law, and except to the extent arising out of Licensee's gross negligence or willful misconduct, Caetra hereby agrees to defend, indemnify and hold harmless Licensee and the Component School Districts, including

their respective Personnel and Representatives from and against any and all injuries, causes of action, claims, suits, losses, damages, liabilities and expenses of Licensee and the Component School District whatsoever, including without limitation any and all costs of defense and reasonable attorneys' fees, arising out of, related to or otherwise attributable to or resulting from (a) a breach of any representation, warranty or covenant of Caetra set forth herein; (b) negligence or more culpable act or omission (including recklessness or willful misconduct) by Caetra, or any third party on behalf of Caetra in connection with this Agreement; and/or (c) claims of infringement of third party intellectual property.

13.3 Indemnification Procedure. A party seeking indemnification hereunder shall promptly notify in writing the other party of any claim for which defense and indemnification is sought. Each party agrees that it will not, without the other's prior written consent, enter into any settlement or compromise of any claim that: (a) results, or creates a likelihood of a result, that in any way diminishes or impairs any right or defense that would otherwise exist absent such settlement or compromise; or (b) constitutes or includes an admission of liability, fault, negligence or wrongdoing on the part of the other party. Each indemnifying party has the sole right to control the defense of any claim for which it is providing indemnification hereunder with counsel mutually acceptable to the parties. The indemnified party may, at its own expense, participate in the defense of any such claim.

14. Mitigation. If the Product or Caetra Materials are, or in Caetra's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Licensee's or any Sublicensee's use of the Product or Caetra Materials is enjoined or threatened to be enjoined, Caetra may, at its option and sole cost and expense:

(a) obtain the right for Licensee or such Sublicensee to continue to use the Product and Caetra Materials materially as contemplated by this Agreement;

(b) modify or replace the Product and Caetra Materials, in whole or in part, to seek to make the Product and Caetra Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the Product and Caetra Materials, as applicable, under this Agreement; or

(c) by sixty (60) day written notice to Licensee, terminate this Agreement and require Licensee and each Sublicensee to immediately cease any use of the Product and Caetra Materials, provided that if such termination occurs subsequent to one year after the Effective Date, subject to Licensee's and each Sublicensee's compliance with its post-termination obligations set forth in Section 9.4 of the Agreement, Licensee will be entitled to a refund of the pro-rata share of any remaining License Fees.

15. Limitations of Liability.

15.1 EXCLUSION OF DAMAGES. EXCEPT FOR CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY OR ARISING FROM A DATA BREACH RESULTING FROM CAETRA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, LOSS OF GOODWILL OR REPUTATION, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS

AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT LICENSEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. THE PROVISIONS OF THIS SECTION DO NOT WAIVE OR LIMIT THE ABILITY OF EITHER PARTY ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR BREACH OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL HAVE NO EFFECT ON OR THE APPLICABILITY TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.

16. Retention of Licensee/Sublicensee Data. Subject to Section 10.4 of the Agreement, and subject to applicable data privacy and/or data retention laws, Caetra may retain Licensee/Sublicensee Data in its backups, archives, and disaster recovery systems until such Licensee/Sublicensee Data is deleted in the ordinary course; and all such Licensee/Sublicensee Data will remain subject to all confidentiality, security, and other applicable requirements of the Agreement, including without limitation compliance with Education Law Section 2-d and Appendix B.

17. Force Majeure.

17.1 No Breach or Default. In no event will either Party be liable for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond the Party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, disease, epidemic, pandemic, quarantine, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

17.2 Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the Party shall give prompt written notice to the other stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

18. Relationship to Harris Beach PLLC; No Legal Services.

18.1 Caetra is an affiliate of, and controlled by, the law firm of Harris Beach PLLC. Caetra is not in the business of providing legal advice or legal services, and the protections of the client-lawyer relationship (including attorney-client privilege) do not exist with respect to any services provided by Caetra to Licensee or any Sublicensee. Caetra encourages Licensee and each Sublicensee to consult legal counsel of such party's choice on specific matters involving legal issues as appropriate. If Licensee or any Sublicensee obtains legal services from Harris Beach PLLC, the scope of those services and the fee and billing arrangements would be under a separate contract and determined directly with the appropriate attorney.

18.2 Harris Beach PLLC may have existing or future clients receiving legal services that have interests adverse to Licensee's or any Sublicensee's. Subject to the applicable Rules of Professional Conduct, including applicable professional rules governing legal conflicts of interest,

Licensee's relationship with Caetra will not affect Harris Beach PLLC's ability to represent and service clients of the firm.

19. Definitions. As used herein, the following terms shall have the definitions set forth below:

19.1 **"Licensee/Sublicensee Systems"** means the Licensee's or Sublicensee's, as applicable, information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), Internet access, and networks, whether operated directly by Licensee or the applicable Sublicensee or through the use of third-party services.

19.2 **"Specifications"** means the specifications for the Product set forth in any Documentation.

19.3 **"Licensee/Sublicensee Data"** means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Licensee or any Sublicensee by or through the Product or the Caetra Materials or that incorporates or is derived from the processing of such information, data, or content by or through the Product or the Caetra Materials. For the avoidance of doubt, Licensee/Sublicensee Data does not include Resultant Data or any other information reflecting the access or use of the Product by or on behalf of Licensee or any Sublicensee.

19.4 **"Losses"** means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, reasonable attorneys' fees, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

19.5 **"Resultant Data"** means data and information related to Licensee's or any Sublicensee's use of the Product that is used by Caetra in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Product.

19.6 **"Documentation"** means any manuals, instructions, or other documents that Caetra provides or makes available to Licensee or any Sublicensee in any form or medium and which describe the functionality, components, features, or requirements of the Product or Caetra Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.