THIS SOFTWARE SUBSCRIPTION LICENSE AGREEMENT entered into

2021 by and between jKool LLC dba Nastel Technologies, Inc. ("Nastel"), a Delaware corporation having its principal offices at 88 Sunnyside Blvd, Suite 101, Plainview, NY 11803 and

, having its principal offices at ("Licensee") sets forth the terms and conditions applicable to any software and related documentation and other materials and services licensed to Licensee pursuant to an Order Form referencing this Agreement.

1. Definitions.

The following definitions shall apply to all licenses granted to Licensee:

- (a) "Licensed Product" means the Software (in object code form) identified on an Order Form referencing this Agreement, and all updates thereof supplied by Nastel during the term of this Agreement and all permitted copies of the foregoing as well as Documentation.
- (b) "Software" means the software and Updates supplied by Nastel during the term of this Agreement.
- (c) "Documentation" means all documentation describing the operation of the Software, whether in printed or electronic form.
- (d) "Licensed CPU", "Licensed vCPU" or "Licensed Core" means, if the Software is licensed on such basis as specified on the Order Form, the logical central processing unit as reported by the operating system running as Virtual Machine (VM) or Logical Partition (LPAR) on which the Software may be operated.
- (e) "Maintenance Services" means those various support activities described on Exhibit B which are available to licensees of the Licensed Product comprising Updates (that is limited to bug fixes, maintenance and enhancement releases).
- (f) "Order Form" means a written document issued by Licensee and accepted by Nastel procuring a license for the Licensed Product.
- (g) "Modify" means to add, delete or alter code in the Software.
- (h) "Copy" means the medium on which information is fixed on a temporary or permanent basis and from which it can be perceived, reproduced, used, or communicated, either directly or with the aid of a machine or device.
- "Updates" means bug fixes, support and maintenance and related enhancements. Updates do not include components or new products made available as new releases.
- (j) "Use" means the permitted reading of the Licensed Product into and out of memory and the licensed operation of the Software, in whole or in part, by the Licensed CPU or Instance identified on an Order Form.

- (k) "Named User" is defined as an Individual authorized by Licensee to use the licensed Software regardless of whether the individual is actively using the programs at any given time.
- (1) An "Instance" is defined as a single copy of the software running on a single virtual server operating system. For each unique technology, the Instance is equated to the corresponding managed/monitored component shown in the Order Form (Example: For IBM MQ an Instance will be Queue Manager, For TIBCO EMS an instance will be Broker etc)
- (m) "Term" means the limited period designated in the Order Form, after which Licensee shall have no right to continue to use the Licensed Product unless renewed as specified in the Order Form.

2. Grant of Subscription License.

- (a) Subject to payment of the subscription license fee set forth on an Order Form, Nastel hereby grants to Licensee, and Licensee hereby accepts, a personal, non-exclusive and non-transferable license to Use the Licensed Product for the Term for its own internal use and business processing needs on the Licensed CPU or Instance on an Order Form. Licensee may not Use the Licensed Product in a service bureau environment.
- (b) Any Use other than as specifically permitted on an Order Form or beyond the Term is subject to the purchase of a separate license, together with the payment of additional annual license fees and charges, provided, however, Licensee may temporarily transfer the license granted in an Order Form to a back-up CPU or Instance, if the Licensed CPU or Instance is inoperative for reasons beyond Licensee's reasonable control.
- (c) Licensee shall inform Nastel not less than ninety (90) days before expiration of the Term of its intention to terminate or cease usage of the Licensed Product, and, unless such notice is given, Nastel shall extend the license for an additional one (1) year.

3. Protection of Licensed Product.

(a) Licensee acknowledges and agrees that the Licensed Product and all copies thereof are Nastel's sole and exclusive intellectual property and constitute a valuable trade secret of Nastel or its third party licensors. Use other than as permitted is prohibited by patent, copyright, trade secret, and similar laws protecting such property. Licensee shall have no right, title, or interest therein and all intellectual property rights are expressly reserved. Licensee neither owns nor acquires any claim or right of ownership to the Licensed Product or to any intellectual property. Licensee undertakes to preserve any and all copyright, confidentiality and other proprietary notices in copies of the Licensed Product. Licensee may not disclose or make available to third parties the Licensed Product or any portion thereof without Nastel's prior written consent. Neither Licensee nor any third party may disclose, commercialize, exploit, distribute, rent, lease or sublicense all or any portion of the Licensed Product, modify or prepare derivative works of the Licensed Product or reverse engineer, decompile, disassemble the Licensed Product, or attempt to do so in any manner whatsoever to recreate the Licensed Product source codes.

(b) Upon any termination, cancellation, or expiration hereof, Licensee shall immediately certify that it has destroyed all copies and that they are no longer in Use.

4. Confidentiality.

- (a) In consideration of disclosing any Confidential Information (as defined below) hereunder, each party will treat such Confidential Information as confidential and shall protect the nature of the Confidential Information by using the same degree of care, but not less than a reasonable degree of care, as the recipient uses to protect its own Confidential Information, so as to prevent the unauthorized dissemination or publication of the Confidential Information to third Neither party will disclose Confidential Information other than to those of its employees or agents who need to know such information for the performance of each party's rights and obligations under this Agreement. Neither party will use Confidential Information for any other purpose without the prior written consent of the other party. All Confidential Information shall remain the property of the disclosing party, and each party will return or destroy any materials containing such Confidential Information upon request of the other party.
- (b) "Confidential Information" shall mean all information marked or identified as confidential or proprietary, or received under circumstances reasonably interpreted as imposing an obligation of confidentiality, which is disclosed pursuant to this Agreement or any Order Form. Such term includes, but is not limited to, the Licensed Product, all intellectual property rights, trade secrets, ideas, concepts, designs, methodologies, technologies, and business matters such as research and

development information, unreleased Licensed Product, source codes, new products, business opportunities, sales and marketing plans and financial and personnel information.

5. Services and Training.

Licensee is solely responsible for the selection, installation and Use of the Licensed Product. Should Nastel and Licensee agree, Nastel shall provide Licensee with Services or Training, subject to availability, at the rates and under the terms and conditions set forth on a Statement of Work (the "SOW") referencing an Order Form. Licensee shall reimburse Nastel for all reasonable travel, per diem and other related expenses incurred by Nastel during the performance of such SOW. Nastel shall perform the Services under the general direction of Licensee, but Nastel shall determine, in Nastel's sole discretion, the manner and means by which the Services are accomplished. Nastel's employees shall observe policies respecting Licensee's premises except for any drug testing requirements which shall be performed by Licensee at its sole cost and expense.

6. Warranty.

- (a) For a ninety (90) day period after delivery of the Licensed Product, Nastel warrants that the (a) medium and documentation is free from material defects in materials or workmanship under normal use; (b) Licensed Product will provide, in all material respects, the functionality set forth in the Documentation, and (c) the Licensed Product does not infringe the intellectual property rights of third parties. Nastel warrants that any professional services delivered under a SOW will conform to the SOW for a ninety (90) day period after delivery.
- (b) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE LICENSED PRODUCT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OF THE COMPUTER PROGRAM, INFORMATIONAL CONTENT, OR FITNESS FOR LICENSEE'S PURPOSE OR SYSTEM INTEGRATION.

7. Indemnification.

(a) Nastel shall defend or settle, at its own expense, any claim made against Licensee that the Use of the Licensed Product infringes any United States patent, copyright, trade secret or other proprietary right. Nastel shall indemnify Licensee and hold it harmless against any judgment finally awarded by a court of competent jurisdiction, provided that Licensee shall give Nastel prompt written notice of such claim and shall provide Nastel with all reasonable cooperation and information to aid in such defense.

- (b) If a claim is made that the Use of the Licensed Product infringes any United States patent, copyright, trade secret or other proprietary right, or if Nastel believes that a likelihood of such a claim exists, Nastel may, in Nastel's sole discretion, procure for Licensee the right to continue using the Licensed Product, modify it to make it non-infringing but continue to meet the specifications therefore, or replace it with noninfringing software of like functionality that meets the specifications for the Licensed Product; provided, however, if none of the foregoing is commercially reasonably available to Nastel, Nastel may terminate the license granted herein and require that Licensee return the Licensed Product to Nastel, including all copies and portions thereof. The unused portion of the license fee shall be refunded and amortized on a prorata basis according to a useful life of three (3) years. Nastel shall have no liability to Licensee for any claim of infringement if such claim is based on a combination of the Licensed Product with data or with other software or devices not supplied by Nastel; or Modifications made to the Licensed Product by Licensee.
- (c) The foregoing sets forth the entire liability of Nastel to Licensee for the infringement of proprietary rights by the Licensed Product or any portion thereof.

8. LIMITATION OF LIABILITY.

- (a) IN NO EVENT SHALL NASTEL BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO THE LICENSED PRODUCT OR THE PERFORMANCE OR BREACH UNDER THE LICENSE AGREEMENT, EVEN IF NASTEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
- (b) IN NO EVENT SHALL NASTEL BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE LICENSED PRODUCT, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY OF NASTEL IN THE DELIVERY OF THE **LICENSED PRODUCT** OR IN THE PERFORMANCE OF SERVICES UNDER THIS LICENSE **AGREEMENT** OR **RELATED** AGREEMENTS.

9. Ownership and Title.

To assist Nastel in protecting its proprietary rights, Licensee agrees to allow Nastel, or its representative, upon reasonable notice, and during normal business hours, to audit and inspect Licensee's computer systems to verify that the Licensed Product is Used as permitted herein and any Order Form.

10. Support and Maintenance Services

Subject to payment of the subscription license fee set forth on an Order Form, Licensee shall receive Support and Maintenance Services from Nastel as reflected on Exhibit B. Should Licensee elect to renew the Term, Nastel shall be entitled to increase the price not greater than ten (10%) per new contract term or CPI, whichever is greater.

11. Notices.

Notices to be given under this License Agreement shall be in writing, and sent by registered or certified mail, return receipt requested, to the addresses set forth above. Should such addresses change, each party shall advise the other party in writing.

12. Default and Termination.

- (a) If Licensee fails to observe, keep, or perform any provisions of this License Agreement required to be observed, kept, or performed by Licensee, and does not correct such conditions within thirty (30) days after receiving written notice thereof from Nastel, Nastel shall have the right to terminate Use by Licensee, and require Licensee to return, or provide certification of the destruction of all copies of the Licensed Product and to pursue any other remedy allowed by law.
- (b) Failure at any time to enforce any of the provisions of this License Agreement or any right with respect thereto, or to exercise any options herein provided, will in no way be construed to be a waiver of such provisions, rights, or options, or in any way affect the validity of this License Agreement. The exercise of any rights or options under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or any other right under this License Agreement.

13. Severability.

In the event that one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of jurisdiction governing the License Agreement, such unenforceability shall not affect any other provisions of the License Agreement, but the License Agreement shall then be construed as if such unenforceable provisions or provisions had never been contained herein.

14. Compliance with Laws; Export and Re-export.

Both parties shall comply with all applicable laws and regulations governing use and operation of the Licensed Product, including, but not limited to, federal or state privacy statutes such as the General Data Protection Regulation (GDPR) or California Consumer Privacy Act (CCPA) and all laws respecting bribery (Anti-Kickback Statute, United States Foreign Corrupt Practices Act, and the UK Bribery Act), and other similar anti-corruption legislation in other jurisdictions. Licensee agrees that it will ensure that the Licensed Product will not be shipped,

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transferred, exported, or re-exported into any country or used in any manner prohibited by any export regulations applicable to the jurisdiction or country in which Licensee purchased the license for the Licensed Product.

15. Payment Terms.

Licensee shall pay to Nastel the fees listed in an Order Form within thirty (30) days of the invoice date. In addition, past due amounts are subject to a late charge equal to one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less. All fees are exclusive of shipping and handling charges, customs duties, and value-added, withholding, sales, use, excise and property taxes and other similar taxes (except for taxes based on Nastel's income). From Year Two and onward, for each billing period within a payment term Nastel shall be entitled to add to the invoice, the then current Consumer Price Index (CPI) for the previous twelve months as published by the US Bureau of Labor Statistics

16. Reference Site.

Licensee shall act as a reference site for Nastel which shall permit Nastel to feature Licensee as a user of Nastel technology, including contributing to press releases, customer profiles and accepting prospect calls.

17. General.

- (a) This Agreement shall be effective upon execution by the parties.
- (b) This Agreement may not be transferred or assigned by Licensee in any manner whatsoever, except upon the prior written agreement of Nastel. Nastel is authorized to transfer all or part of this Agreement to an Nastel affiliate or another company which directly or indirectly holds more than fifty percent (50%) of the capital or voting rights in Nastel.
- (c) Any claim arising out of or related to this Agreement must be brought no later than one (1) year after it has accrued.

- (d) Licensee acknowledges and agrees that Nastel is an independent contractor and this agreement does not create an employer/employee or agency relationship between Nastel and Licensee. Accordingly, Licensee shall have no withholding obligations with respect to Nastel's compensation and Nastel shall be solely responsible for payment of, and shall indemnify and hold Licensee harmless against, all taxes, including, without limitation, federal, state and local taxes arising out of Nastel's compensation under this Agreement. Nastel shall not be covered by or have any rights to participate under any employee benefit plans of Licensee that are in existence or hereafter adopted or implemented and Licensee shall not be responsible for payment of workers' compensation, disability benefits or unemployment insurance. As an independent contractor, Nastel shall not have the power or authority to bind Licensee to any obligations whatsoever to third parties without the prior written consent of Licensee.
- (e) This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by a writing executed by the authorized representatives of both parties. Any of Licensee's purported contractual terms referenced or appearing on an Order Form or any purchase order are expressly excluded from the Agreement and Order Form, and shall be construed to be referenced solely for Licensee's internal use and administrative convenience.
- (f) This Agreement shall be interpreted in accordance with the substantive laws of the State of New York. Neither the provisions of the Uniform Computer Information Transactions Act (UCITA) nor the United Nations Conventions on the Sale of Goods shall apply. Each party consents to the sole and exclusive jurisdiction by the courts located in the State of New York over the parties and any disputes arising hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of below date.

Nastel Technologies, LLC
Name:
Position:
Dated:

Software Subscription License Agreement – Exhibit A

Support, Maintenance, Assistance and Updates

This Exhibit is subject to the terms of the Software Subscription License Agreement (the "Agreement") and the exhibits and schedules thereto between iKool LLC dba Nastel Technologies, Inc. ("Licensor") and {CUSTOMER NAME} ("Licensee") dated

Unless specifically modified or changed herein, the terms and conditions of the Agreement shall remain in effect. In the event of a conflict or inconsistency between the terms and conditions contained in this Exhibit A and the Agreement, the terms and conditions contained herein shall prevail.

- Licensor will provide telephone support, maintenance, and assistance to Licensee 1. with respect to the Software, and will provide Licensee with updates to the Software, in accordance with the terms and conditions listed in this Exhibit A.
- 2. Licensee will designate persons on its technical support staff who will be authorized to contact Licensor under this Exhibit A, and will provide Licensor with the names and contact information of authorized persons and their successors ("Licensee Support Contacts"). Licensor will assign engineers responsible for the Software to provide support, maintenance, and assistance to Licensee in accordance with this Exhibit A, and will provide Licensee with the names and contact information of these persons and their successor ("Licensor Support Contacts").
- Licensor will not be responsible for failure to correct a problem to the extent that 3. Licensor is unable to replicate the problem, or the problem is caused by (1) a malfunction of computer hardware or software other than the Software, (2) an unauthorized modification of the Software by Licensee, (3) Licensee use of the Software with systems other than those contemplated by this Agreement or the Specifications that may otherwise be approved by Licensor, (4) Licensee's failure to implement the most recent update provided to Licensee by Licensor, or (5) Software being subjected to neglect, accident or the elements. In any of these events, Licensor will advise Licensee, and upon request, will provide assistance as Licensee may reasonably request with respect to the problem at Licensor's standard hourly rates for support.
- Licensee will provide Licensor with reasonable access to Licensee's authorized 4. support staff and computers during ordinary business hours following reasonable notice by Licensor for the sole purpose of facilitating Licensor's performance of its Support obligations.
- Licensee will use reasonable efforts to implement the most recent update as soon as 5. practical after receipt of such updates. Following any new release, Licensor will continue to provide Support for the then current release, as well as the one release prior to the then current release.

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- 7. In addition to the Support to be provided under this <u>Exhibit A</u>, Licensee will be entitled to receive other support, maintenance and assistance as Licensor may make available to other users of the Software, at prices and on terms no less favorable to Licensee than the price and terms made available by Licensor to any other user of the Software.
- 8. Licensor agrees to make available to Licensee, during the warranty period for the Software, the first ninety (90) days following the Effective Date of this agreement, and during any Renewal Support Term, any updates that Licensor may develop for the Software. Updates (which term will include any bug fixes) will be furnished to Licensee at no additional charge no later than the date the relevant update is released to other customers who license the Software. Licensor will promptly notify Licensee from time to time as updates become available. All updates will be subject to the applicable provisions in the Agreement and Licensor warrants that no update will adversely affect form, fit, function, reliability, safety or serviceability of the Software, or the Software' compliance with all of the requirements of this Agreement. In addition, Licensor will provide to Licensee the number of copies of user documentation with all updates, as required by Licensee.

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EXHIBIT B

Nastel Support Policy

Nastel's support team is available 24/7/365. Our Engineers and Technicians are readily available to assist you whenever and wherever needed. We ask that you review the support policy and follow the policies described to help the support team assist all of our clients as efficiently and effectively as possible.

There are several support methods available to our customers:

- **Product Documentation and help files**: Documentation is supplied with every Nastel product. In addition there are help files embedded or linked to the products. The complete technical library is available in the Resource Center.
- The Nastel Resource Center: http://customers.meshiq.com The Resource Center has downloadable versions of all documentation and frequently asked questions (FAQ). Much of the information on the Resource Center is public although there are sections such as software downloads that require registration to access. The resource center is available 24/7.
- **The Nastel Support Site**: (http://support.meshiq.com) The support site contains a historical record of issues and resolutions. For new issues, you may initiate an issue that will be logged and assigned for immediate review by the support staff. You will be assigned an issue number that will be the reference throughout the process of assisting you. The support site is available 24/7.
- **E-mail Support**: (support@meshiq.com) You may submit an issue via email at any time. In most cases, a support representative will open an issue to track it. The issue will then be available on the support site. Ensure you furnish complete contact information. E-mail support is available 24/7, and will be responded to in accordance with the support criteria outline in the tables below.
- **Telephone Support**: (1-800-580-2344) Support via telephone is the most direct and immediate. However, it should be reserved for critical issues, not routine or informational needs. Telephone support is offered in the order your call is received.

Note: Please read the following guidelines before contacting Technical Support:

If the issue you are experiencing is not outlined in the documentation or on the support site, please use the following tips to make the experience as quick and as effective as possible:

Telephone

- Write down the exact text of any error messages you received.
- Note the details of the problem, including the steps you took before the issue occurred and how often the issue happens.

Note: The product name, version number, and along with any update or service pack numbers for the product you are calling about. Most product titles and versions are shown in README.txt and in the software, on the Help menu, click **About** which will give you the exact version information.

- Be prepared to copy files, screen shots and any other information that Nastel's support team may request. This also further enables our support professionals to propose solutions as we identify the issues.
- Explain your issue as clearly as possible, this will help the engineer determine the problem and provide a timely solution.
- Be prepared to troubleshoot the problem or be directed to a support document. The engineer may ask you to perform some tasks to get a better picture of what's happening or take some steps toward fixing the problem.

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- Be willing to work with the engineer. It's important that you participate proactively to resolve your issues.
- If you do not fully understand the answers and explanations the support engineer gives you, make sure you ask for clarification. We are here to help, it is important to us that your issue be answered completely and as quickly as possible.

Email

- Identify the product and version you are having issues with. If you select the wrong product, it can, and usually does, significantly increase the amount of time for a resolution.
- Include the exact text of any error messages you received, attach screen shots to your email if need be.
- Spam filters may block responses from our support engineers; be sure to monitor any spam filtering software in order to receive emails from "Nastel Support".

Please consider or collect the following information prior to contacting Nastel Customer Support:

Define the problem

- 1. Be able to articulate the symptom(s) of the problem
- 2. Provide any error messages or error output associated with the issue
- 3. Provide as many details related to the issue if possible

Gather relevant information

- 1. Determine Nastel software products and versions. Also include any relevant plug-in information.
- 2. Determine 3rd party software version (Example: MO 8.0) and CSD level
- 3. Determine the Operating System platform and version (Example: Windows Server 2018, Redhat Linux V7)
- 4. Determine if this problem has occurred before or if this is an isolated incident
- 5. Determine what occurred before the problem was detected
- 6. Determine if any changes have been made recently to the system

Every issue that is reported to Nastel Customer Support is assigned a "Severity" and a "priority". The severity describes the impact of the issues, such as minor impact, major impact, crashes, and block. The Priority is a ranking which represents the impact that the reported problem has on the Nastel product(s) in meeting the customer's business needs. Nastel Support will work on the issue until it is resolved, an acceptable workaround is found, or the issue is downgraded to a lower priority.

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The following table shows the criteria for each priority level.

Severity Criteria

Mantis		
priority	Definition	Example
1 Immediate	Critical Situation/Production Down: A business-critical Nastel software component in a production environment is inoperable.	 Outage of the customer system upon which the Nastel product is installed (High CPU) Workgroup server or AP-WMQ agent program failure that is preventing customer from proceeding with the application.
2 Urgent or High	A Nastel software component in a production environment is severely restricted in its use, causing significant business impact.	 Execution of agent scripts on a specific server is not working. Data being reported doesn't work as a service after rebooting.
3 Normal	Moderate impact: A non-critical Nastel software component feature is malfunctioning in a production environment, causing moderate business impact; or any significant Nastel software component is malfunctioning in a test environment.	 A majority of issues fall into this category A utility program failing to start. Create a queue manager function does not work.
4 Low	Minimal impact: A non-critical Nastel software component is malfunctioning, causing minimal business impact; or a non-technical request is made.	Documentation is incorrectMisspelling on a menu or dialog
	Enhancement request Customer identifies a need for, or suggests additional functionality of a Nastel product.	Customer has an enhancement request that will be implemented at Nastel's discretion.

Nastel Support understands that you require a timely response to your requests for assistance. Below are Nastel Support's objectives for callback response time based on the priority of the issue reported.

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Severity Response Times

Mantis Priority	Response	Action	Resolution
1 (Immediate)	Within 1 Hours	Constant communication at an agreed upon interval is maintained until the problem is resolved.	Within 24 Hours
2 (Urgent or High)	Within 2 Hours	The problem is treated as a high priority	Within 3 Business Days
3 (Normal_	Within 8 Hours	A diligent effort is made to resolve the problem	Within 15 Days
4 (Low)	Within 24 Hours	The response to the customer questions will be supplied. The documentation error will be resolved in the next product release.	Within 30 Business Days

Note: Support will usually not change the Priority of your issues without validation. The priority stays as originally logged unless, customer agrees or downgrades an issue. The priority may be changed when it meets the level-based on the criteria defined above.

Issues are closed only after customer confirmation that a suitable resolution was reached. Issues can be closed if the customer fails to confirm or reply within a week of last contact or submission of the issue resolution.

Note: Initial response to your submission will be made through the same channel by which it was received. If your issue was sent via e-mail, the first response is via the e-mail.

For licensor: jKool LLC dba nastel Technologies, Inc. Signature Name Title Date For licensee: $\{CUSTOMER\ NAME\}$ Signature Name Title Date

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