

**INTELLECTUAL PROPERTY LICENSE AGREEMENT
AND
OPTION TO PURCHASE**

This INTELLECTUAL PROPERTY LICENSE AGREEMENT (this “Agreement”) is made and entered into effective as of October 16th, 2023 (the “Effective Date”), by and between MENTORHEAD INCORPORATED, a Delaware corporation a/k/a “Limmi” (“Limmi” or “Licensor”), and VINERGY LICENSING CORP., a Delaware corporation (“VSub” or “Licensee”) (Limmi and VSub, each a “Party,” and together, the “Parties”).

RECITALS

WHEREAS, Limmi has developed and owns a cloud-based data and analysis Platform as defined in **Exhibit A** attached hereto; and

WHEREAS, upon the terms and subject to the conditions of this Agreement, VSub desires to obtain, and Licensor is willing to grant, a non-exclusive license to use and otherwise exploit the Licensed Intellectual Property rights; and

WHEREAS, simultaneously herewith, Licensee’s parent company Vinergy Capital Inc., a corporation existing under the laws of British Columbia, Canada (“Parent”) and Licensor have entered into a Securities Purchase Agreement relating to Parent’s contemplated investment in Licensor (the “Purchase Agreement”).

NOW, THEREFORE, for good and valuable consideration set forth in this Agreement, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Agreement, the capitalized terms below have the meanings given below. Other capitalized terms used in this Agreement are defined in the context in which they are used.

“Acquired Assets” has the meaning ascribed to it in Section 2.11.

“Affiliate” of a Person (including a Party) means any other Person that directly or indirectly, through one or more intermediaries, now or hereafter Controls, is Controlled by, or is under common Control with that Person (but only while the other Person meets those requirements).

“Authorized Persons” has the meaning ascribed to it in Section 4.3.

“Control” means the authority, directly or indirectly, to direct or cause the direction of the affairs, policies or management of a Person, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

“Derivative Work” means any modification, enhancement, or derivative of any existing material (which material may include any document, drawing, design, computer program or other tangible form or medium in which a work of authorship or expression is fixed; or any invention, business method, or process; or any materials, software, systems, trademarks, trade names, trade secrets, know-how, copyrights and copyrightable work (including computer programs), data, databases, information, patents, patent

disclosures, inventions and discoveries of any kind), that would constitute a derivative work under U.S. copyright law.

“Discloser” has the meaning ascribed to it in Section 4.1.

“Documentation” means the documents and materials (in any media), as available, related to the Licensed Software that aid in the use and operation by the VSub Parties of the Licensed Software.

“Exchange Agreement” has the meaning ascribed to it in Section 2.10.

“Force Majeure” has the meaning ascribed to it in Section 7.7.

“Governmental Authority” means any domestic or foreign, federal, state or local government, any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, regardless of form, including any agency, bureau, court, tribunal, or other instrumentality having jurisdiction over the Licensed Intellectual Property or the Parties.

“Information Loss” has the meaning ascribed to it in Section 4.2.

“Intellectual Property” means (a) patents, (b) trademarks, service marks, domain names, trade dress, trade names and other identifiers of source or goodwill, including the goodwill connected with the use thereof and symbolized thereby, (c) copyrights, moral rights, works of authorship (including Software) and rights in data and databases, (d) confidential and proprietary information, including trade secrets, know-how and invention rights, (e) rights of privacy and publicity, (f) registrations, applications, renewals, extensions, reissues, divisions, continuations, continuations-in-part and reexaminations for any of the foregoing in (a)-(e), and (g) all other proprietary rights existing from time to time under any applicable Law.

“IP Assignment Agreement” has the meaning ascribed to it in Section 2.11.

“IT Assets” means servers, computers, hardware, firmware, middleware, networks, systems, workstations, data communications lines, routers, hubs, switches, magnetic, optical or electrical data storage devices, and all other information technology and communications equipment (including any such equipment that is used for cloud computing).

“Law” means any law, rule, regulation, ruling, judgment, order or approval of any Governmental Authority, as may be amended or otherwise revised from time to time, including for the avoidance of doubt, any Privacy Laws.

“Legal Proceeding” means any claim, action, cause of action, demand, audit, hearing, investigation, inquiry, audit, litigation, suit, citation, summons, subpoena, citation, summons, arbitration or proceeding (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

“Licensed Intellectual Property” means the Licensed Software, the Documentation, and all Intellectual Property rights in and to the Licensed Software and Documentation.

“Licensed Software” means any of the following: (a) the Software described on **Exhibit A** (including any Third Party Materials), or any portion of such Software, in any form including Object Code

and Source Code and including all graphical user interfaces, and whether created by Licensor, or by a third party on behalf of Licensor, and including methods, processes or techniques utilized in such programs; and (b) all improvements, modifications, and other enhancements to, and Derivative Works based on, the Software described on **Exhibit A** (including any Third Party Materials), or any portion of such Software, including new features and functionalities; and (c) any other Software, excluding for the avoidance of doubt, any VSub Improvements provided by or on behalf of Licensor to VSub pursuant to Section 2.5 of this Agreement. For the avoidance of doubt, the Licensed Software excludes the Platform and any Derivative Works based on the Platform.

“Licensee” has the meaning ascribed to it in the Preamble.

“Licensor” has the meaning ascribed to it in the Preamble.

“Limmi” has the meaning ascribed to it in the Preamble.

“Limmi Notice Period” has the meaning ascribed to it in Section 3.2.

“Moral Rights” has the meaning ascribed to it in Section 2.5(b).

“Object Code” means computer program code that is readable and useable by machines, but not intelligible to humans without decompiling, disassembly or reverse engineering.

“Open Source Materials” means Software or other material that is distributed as “free software,” “open source software” or under a similar licensing or distribution terms (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, Apache License, and any other license meeting the Open Source Definition as promulgated by the Open Source Initiative or the Free Software Definition as promulgated by the Free Software Foundation, or any substantially similar license).

“Option” has the meaning ascribed to it in Section 2.11.

“Option Expiration Date” has the meaning ascribed to it in Section 2.11.

“Other Terms” has the meaning ascribed to it in Section 7.16.

“Permitted Use” has the meaning ascribed to it in Section 2.6(a).

“Person” means any (a) individual or (b) partnership, firm, corporation, limited liability company, joint venture, association, trust, unincorporated organization, or other legal entity or organization.

“Personal Information” means all information covered by Privacy Laws and/or all information that identifies or can be used to identify or authenticate an individual, including contact information, location data and financial account information.

“Personnel” of a Person means that Person and its employees, officers, directors, members, agents, representatives, suppliers, consultants, contractors and subcontractors.

“Platform” has the meaning ascribed to it in **Exhibit A**.

“Privacy Laws” means all applicable Laws relating to privacy or data security, including Section 6809(4) of the Gramm-Leach-Bliley Act, and its applicable implementing regulations.

“Purchase Agreement” has the meaning ascribed to it in the Recitals.

“Recipient” has the meaning ascribed to it in Section 4.1.

“Regulatory Disclosure” has the meaning ascribed to it in Section 4.3.

“Residual Knowledge” means information in a non-tangible form that is unintentionally retained in the unaided memory (i.e., without conscious memorization or subsequent reference to any material which is written or stored in electronic or physical form) of the individuals who have had access to Confidential Information, including concepts, know-how, or techniques contained therein.

“Service Provider” means any Person (excluding Licensor, its Affiliates and its and their Personnel) that VSub or its Affiliates engage to provide professional services, business process services, information processing services, and/or information technology services, including any application or IT service provider, hosting or colocation service provider, service bureau or similar provider, any provider of any IT Assets, or any robotic process automation tool.

“Shares” has the meaning ascribed to it in Section 2.10.

“Software” means (a) computer programs, applications, methods, processes, algorithms, systems and code, including Source Code and Object Code, (b) data and databases, whether machine-readable or otherwise, and (c) development and design tools, library functions, application programming interfaces, software development kits, and graphical user interfaces, together (in each case of (a)-(c)) with all (i) bug or error fixes, patches, modifications, enhancements, updates, upgrades, corrections, replacement and successor products, new versions, new releases, and Derivative Works of, to or based on any of the foregoing, and (ii) copies and tangible embodiments of any of the foregoing in any form or media.

“Source Code” means computer program code written in a programming language that is intelligible to a reasonably skilled programmer and capable of being compiled or assembled into Object Code or otherwise executed by a computer processor for operation on computer equipment, including all comments, programmer’s notes, development and design tools, logic diagrams, encryption keys, utilities, stored procedures, procedural code and job control language statements.

“Term” has the meaning ascribed to it in Section 6.1.

“Third Party Materials” has the meaning ascribed to in it Section 5.2(h).

“Vinergy Class A Shares” has the meaning set forth in Section 2.10.

“VSub” has the meaning ascribed to it in the Preamble.

“VSub Customer Personal Information” has the meaning ascribed to it in Section 4.2.

“VSub Data” means all: (a) data, metadata, reports, analyses, input and output, and training data provided, processed or generated by or on behalf of the VSub Parties as a result of their use of the Licensed Software; (b) any data or other information owned or controlled by the VSub Parties to which Licensor or any Licensor Personnel has or obtains access; (c) Personal Information of VSub Parties and their respective customers and end users; and (d) with respect to each of (a), (b) and (c), any data or other information developed or derived therefrom (including processing output and results).

“VSub Improvements” has the meaning ascribed to it in Section 2.5(b).

“VSub Intellectual Property” means (i) the Confidential Information of VSub and its Affiliates; (ii) all VSub Data; (iii) all VSub Improvements; and (iv) all Intellectual Property rights with respect to all of the foregoing.

“VSub Opposition Notice” has the meaning ascribed to it in Section 3.2.

“VSub Parties” means VSub and Affiliates of VSub, including Parent.

“VSub Products and Services” means any products or services that are VSub branded, and any other products or services, that are developed, offered for sale, marketed, promoted, sold, maintained, supported or provided by or on behalf of any VSub Party (including any co-branded or white-labelled products and services) or that were previously developed, offered for sale, marketed, promoted, sold, maintained, supported or provided by any VSub Party prior to the date of divestiture, sale or other spin-off of such VSub Party or any assets or business line or division thereof.

“Vulnerability” means any virus, malware, spyware, malicious code, Trojan horse, worm, back door, trap door, time bomb, software lock, drop dead device or other program, routine, instruction, device, code, Information Loss, contaminant, logic, effect or other undisclosed feature that would, or is designed or intended to, delete, disable, deactivate, interfere with, disrupt, erase, deny access to, enable any Person to access without authorization, produce modifications of, or otherwise adversely affect the functionality or interfere with the use of, any Software, data or IT Asset.

ARTICLE 2

LICENSE, CONSIDERATION AND OPTION TO PURCHASE

2.1 Grant. Licensor hereby grants to the VSub Parties a non-exclusive, royalty-free, fully paid-up, worldwide, non-transferable (subject to Section 7.1), sublicensable (in accordance with Section 2.4), irrevocable right and license, during the Term, to prepare, compile, download, install, make, have made, use, execute, access, copy, reproduce, display internally or externally, perform, transmit, broadcast, make available, practice, administer, commercialize, sell, import, export, modify, create modifications, Derivative Works, improvements and other enhancements of, and otherwise exploit the Licensed Intellectual Property or any portion thereof (in Object Code and Source Code forms and including any methods, processes, algorithms or trade secrets practiced by or incorporated in any of the foregoing) and modifications, Derivative Works, improvements and other enhancements thereof, in connection with VSub Products and Services in all format and media now known or hereafter developed.

2.2 Delivery and Acceptance. On the Effective Date, Licensor shall: (i) deliver or otherwise make available to VSub all Licensed Software and Documentation (including all computer authorization codes or access rights necessary for the VSub Parties to exercise the rights granted in this Agreement); and (ii) test all Licensed Software before delivery to ensure the Licensed Software operates in all material respects in accordance with its Documentation. Licensor shall deliver all Licensed Software and Documentation to VSub electronically (unless otherwise agreed by the Parties in writing) and in a mutually agreed secure encrypted form, including password protection, and shall take all reasonable customary steps to prevent unauthorized external access to such Licensed Software and Documentation in the course of delivery. The delivery of the Licensed Software may require Licensor to reasonably cooperate and coordinate with both VSub and its Service Providers.

2.3 VSub Personnel and Service Providers. The Personnel of the VSub Parties and the Service Providers of the VSub Parties may exercise the rights granted in Section 2.1 solely on behalf of the VSub Parties (including on and through VSub's and/or its Affiliates' and/or a Service Provider's IT Assets).

2.4 Sublicensing. The VSub Parties may grant sublicenses to any of the Licensed Intellectual Property to: (a) any of its Affiliates and Service Providers (in such case solely in connection with work such Service Providers are providing to or for the VSub Parties), and each such permitted sublicensee may grant further sublicenses to their Affiliates and its and their Service Providers, so long as the rights granted to a sublicensee are not broader in any respect at any time than the license held at that time by the party that granted the sublicenses; and (b) customers and end users of VSub Products and Services. Except as expressly set forth above, during the Term, the VSub Parties may not grant sublicenses to any of the Licensed Intellectual Property without Licensor's prior written consent, not to be unreasonably withheld, conditioned or delayed.

2.5 Ownership.

(a) Other than as set forth herein, Licensor transfers no title to or ownership of the Licensed Intellectual Property to VSub or its Affiliates under this Agreement; and, as between the Parties, Licensor exclusively owns all title in and to the Licensed Intellectual Property.

(b) As between the Parties, VSub is and will be the exclusive owner of all right, title and interest in and to all improvements, modifications, bug or error fixes, patches, updates, upgrades, corrections, replacement and successor products, new versions, new releases, and other enhancements to, and Derivative Works based on, the Licensed Intellectual Property made by or on behalf of the VSub Parties on or after the Effective Date (collectively, the "VSub Improvements"), excluding VSub Improvements developed by Licensor. Any VSub Improvements developed by Licensor on behalf of or for the benefit of VSub after the date of this Agreement shall be subject to that certain Master Services Agreement of even date herewith between Licensor and Licensee (the "Master Services Agreement"). VSub transfers no title to or ownership of the VSub Intellectual Property to Licensor under this Agreement. As between the Parties, VSub exclusively owns all rights, title, and interest in and to the VSub Intellectual Property.

(c) Licensor agrees that the VSub Intellectual Property constitutes proprietary information of substantial value. Licensor shall not challenge or contest, or assist any third party in challenging or contesting, the validity of any such rights in or to the VSub Intellectual Property, and shall not assert, or assist any third party in asserting, any rights in the VSub Intellectual Property. Nothing in this Agreement grants Licensor any rights in or to any VSub Intellectual Property other than as expressly set forth in Section 2.6 below.

2.6 License Back of VSub Data and VSub Improvements.

(a) VSub Data License Grant. Subject to the terms and conditions of this Agreement, VSub hereby grants to Limmi a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the VSub Data solely for use in connection with the services to be provided by Licensor under the Master Services Agreement (the "Permitted Use"). Limmi shall only use the VSub Data for the Permitted Use and shall not disclose, release, distribute, or deliver the VSub Data, or any portion thereof, to any third party without VSub's prior written consent; provided, however, Licensor may disclose and deliver VSub Data to contractors assisting Licensor in compliance with the Permitted Use who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by VSub. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Limmi shall not at any time, directly or indirectly: (i) copy, modify, or create derivative

works of the Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Data; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Data or methods used to compile the Data, in whole or in part; (iv) remove any proprietary notices included within the Data; (v) publish, enhance, or display any compilation or directory based upon information derived from the Data; or (vi) subject to the accuracy of the representation set forth in Section 5.3(a), use the Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. VSub reserves all rights not expressly granted to Limmi in this Section 2.6. Except for the limited rights and licenses expressly granted under this Section 2.6, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Limmi or any third party any intellectual property rights or other right, title, or interest in or to the VSub Data.

(b) VSub Improvements License Grant. VSub hereby grants to Limmi a non-exclusive, royalty-free, irrevocable, fully paid-up, worldwide, non-transferable, non-sublicensable right and license, during the Term, to prepare, compile, download, install, make, have made, use, execute, access, copy, reproduce, practice, administer, modify, create modifications, Derivative Works, improvements and other enhancements of, and otherwise exploit the VSub Improvements or any portion thereof (in Object Code and Source Code forms and including any methods, processes, algorithms or trade secrets practiced by or incorporated in any of the foregoing) and modifications, Derivative Works, improvements and other enhancements thereof, for internal business purposes and such other purposes as mutually agreed in writing by the Parties, in all format and media now known or hereafter developed, in each case, under all Intellectual Property rights owned or controlled by VSub or its Affiliates (whether now known or hereafter invented or discovered), including Intellectual Property rights that are embodied in the VSub Improvements. Limmi may not grant sublicenses to any of the VSub Improvements without VSub's prior written consent.

2.7 Bankruptcy Code. The Parties acknowledge that: (a) the licenses granted to the VSub Parties under this Agreement are licenses of "intellectual property"; and (b) the subject matter of this Agreement is an "embodiment" of "intellectual property," in each case of (a) and (b), as those terms are used in and interpreted under Section 365(n) of the United States Bankruptcy Code, as amended. The Parties intend that each VSub Party, as a licensee of intellectual property, may retain and exercise all of its rights and elections under the Bankruptcy Code. If Limmi (or any of its licensors) as a debtor in possession, or the trustee in bankruptcy, rejects this Agreement in whole or in part in a case under the Bankruptcy Code or any analogous foreign statute, VSub may elect to retain and exercise its rights under this Agreement and any supplementary agreement.

2.8 Additional Terms for Documentation. Licensor shall provide VSub with an electronic copy of the Documentation. VSub may print hard copies of the Documentation as is reasonably necessary for VSub's use of the Licensed Intellectual Property, and may make and supply such copies of the Documentation and Derivative Works thereof in electronic form as is required for the purpose of VSub's offering services to third party VSub customers.

2.9 Non-Exclusivity. This Agreement is non-exclusive. For the avoidance of doubt, any license granted by Licensor to a third party in the Licensed Software on or after the Effective Date must include a right for Licensor to terminate such rights upon the IP Assignment Closing (as defined below) unless otherwise agreed in writing by VSub. With respect to VSub, nothing in this Agreement will be construed as a requirements contract, and VSub makes no commitment for any minimum or maximum volume, scope, or value under this Agreement. For the avoidance of doubt, nothing in this Agreement shall obligate VSub or any of its Affiliates to use the Licensed Software or any portion thereof in any product or service. In addition, nothing in this Agreement will be construed as limiting either Party's rights or the rights of any of their Affiliates to improve, modify, or make other enhancements to, or Derivative Works based on, the Licensed Software that may be similar to such improvements, modifications, or other

enhancements or Derivative Works as are developed by the other Party, subjected to Intellectual Property Laws.

2.10 Consideration. In further consideration of the rights and licenses granted hereunder, on the Effective Date, Parent shall cause its wholly owned subsidiary, Vinergy Acquisition Corp., a Delaware corporation (“VAC”), to issue to Limmi (and its permitted assigns as set forth in the Exchange Agreement), an aggregate of three hundred and fifty (350) shares of VAC common stock, no par value (the “Shares”) which Shares shall be exchangeable and convertible into an aggregate of thirty-five million (35,000,000) Class A Common shares of Parent (the “Vinergy Class A Shares”) in accordance with the terms of the Issuance, Contribution and Exchange Agreement attached hereto as **Exhibit B** (the “Exchange Agreement”) and Section 2.11 below.

2.11 Option to Purchase. Limmi hereby grants to VSub a binding and irrevocable option to purchase from Limmi (“Option”) all of the Licensed Intellectual Property (collectively referred to as the “Acquired Assets”) pursuant to the terms of the Intellectual Property Assignment Agreement attached hereto as **Exhibit C** (the “IP Assignment Agreement”). The Option must be exercised by VSub by a written notice to Limmi on or before the earlier occur of: (a) the second anniversary of the Effective Date; or (b) that date which is ninety (90) days after Limmi’s written request for VSub to exercise the Option (such earlier date, the “Option Expiration Date”). In connection with the closing of the transactions contemplated by the IP Assignment Agreement (“IP Assignment Closing”), Limmi shall sell, assign, transfer, convey and deliver to VSub, and VSub shall purchase from Limmi, all the right, title and interest of Limmi in, to and under the Acquired Assets, and, in consideration therefore, the Limmi Shareholders shall have the irrevocable right to contribute two hundred (200) of the Shares issued pursuant to Section 2.10 above in exchange for 20,000,000 Vinergy Class A Shares in accordance with the Exchange Agreement. Notwithstanding the foregoing, the Option may not be exercised until after Limmi’s right to terminate the Exchange Agreement pursuant to Section 10 of the Exchange Agreement expires.

ARTICLE 3

INTELLECTUAL PROPERTY OWNERSHIP AND PROTECTION

3.1 Intellectual Property Protection, Prosecution and Maintenance by Limmi. Limmi retains the right to apply for, prosecute, maintain and enforce, subject to Section 3.3, rights in the Licensed Intellectual Property, including deciding whether and how to file and prosecute applications to register patents, copyrights and trademark rights included in such Intellectual Property, whether to abandon prosecution of such applications, and whether to discontinue payment of any maintenance or renewal fees with respect to any patents, in each case in a manner reasonably satisfactory to VSub. Limmi shall keep VSub reasonably informed in all matters of filing and prosecution related to rights in the Licensed Intellectual Property, shall give VSub reasonable opportunities to consult with and advise Limmi thereon, and shall provide VSub within thirty (30) days of filing or receipt of copies of all documents related to the filing, prosecution, or maintenance thereof. Notwithstanding the foregoing and subject to Section 3.2, for each patent application and patent under the Licensed Intellectual Property, Limmi shall use commercially reasonable efforts to: (a) prepare, file and prosecute such patent application; (b) maintain such patent; and (c) pay all fees and expenses associated with its activities pursuant to Section 3.1(a) and Section 3.1(b).

3.2 Abandonment by Limmi. If Limmi wishes to abandon any rights in any Licensed Intellectual Property, including any patents or patent applications (and including not pursuing protection of rights in Licensed Intellectual Property in a particular jurisdiction), Limmi shall give VSub thirty (30) days prior written notice of the desired abandonment (“Limmi Notice Period”). Limmi shall not abandon any such Licensed Intellectual Property except upon the written consent of VSub to abandon the Licensed Intellectual Property identified in the prior written notice from Limmi, or the expiration of the Limmi Notice Period without response from VSub. If VSub opposes the abandonment within the Limmi Notice Period,

VSub shall provide written notice to Limmi of its opposition (“VSub Opposition Notice”), and upon receipt of notice by Limmi, VSub shall have the right, but not the obligation, to file, prosecute, or maintain such patent or patent application or other Intellectual Property right at its sole discretion, control, and expense. Effective as of the receipt of VSub Opposition Notice, such patent or patent or other Intellectual Property right shall no longer be considered part of the Licensed Intellectual Property and shall thereafter be considered Intellectual Property of VSub. Limmi shall cooperate with and assist VSub, at VSub’s expense, to ensure complete transfer of title or other Intellectual Property right, including having any of its employees sign documentation as necessary at VSub’s request.

3.3 Infringement of the Licensed Intellectual Property.

(a) Subject to the terms and conditions of this Section, Limmi: (i) shall have the right, in consultation with VSub and with counsel reasonably satisfactory to VSub, to bring suit or defend a declaratory judgment action for infringement of the Licensed Intellectual Property at Limmi’s expense; (ii) in any such suit or action, in consultation with VSub, to control the conduct thereof, to enjoin infringement, and to collect damages, profits, and awards of whatever nature recoverable for such infringement, to be allocated in accordance with Section 3.3(b); and (iii) to settle such claim or suit for infringement of the Licensed Software by granting the infringing party a license, subject to the terms and conditions of this Agreement, including Section 2.9. VSub may participate in any such action with counsel of its own choosing at VSub’s expense, subject to reimbursement under Section 3.3(b).

(b) In the event that VSub or Limmi receives any money damages in connection with such action or a settlement thereof, including under any license agreements entered into by either Party in connection with such action or settlement, then VSub or Limmi, as the case may be, shall first reimburse the expenses incurred by each Party in connection with such action or settlement, following which the remainder shall be allocated to Limmi.

(c) Each Party shall reasonably cooperate with the other Party in all respects, including having any of its employees testify when reasonably requested by the other Party and making reasonably available any records, papers, information, specimens, and the like pertinent to such suit, provided that the Party controlling the applicable action reimburses the other Party for any reasonable expenses incurred by such Party in providing such cooperation. The Party controlling the suit or action shall keep the other Party reasonably informed of the proceedings and consult with such other Party on a regular basis throughout the proceedings, and such other Party shall have the right to participate in the action and to employ separate counsel of its own choosing at its own cost and expense.

3.4 Notice of Alleged Infringement. Each Party shall use commercially reasonable efforts to give the other Party prompt written notice of any known third-party claim that the exploitation of the Intellectual Property licensed to such Party hereunder infringes or otherwise violates any third-party Intellectual Property right.

3.5 Expiration of Article 3 Rights. Limmi’s obligations to VSub under this Article 3 shall terminate upon the sooner to occur of: (i) the IP Assignment Closing; and (ii) the Option Expiration Date.

ARTICLE 4 CONFIDENTIALITY

4.1 Confidential Information. Subject to Section 4.4, “Confidential Information” of a Party and its Affiliates (the “Discloser”) means all confidential or proprietary information of, held by, or concerning Discloser or its Personnel, licensors, or potential or actual customers, whether in verbal, written, electronic, graphic or other form, including Discloser’s customer and client lists; internal controls; business, technical and financial information; computer Software, data processing, and communications architectures, systems, applications, programs, and routines; business affairs, planning and methods, and proposed methods of conducting business; data; metadata; Source Code; know-how; trade secrets, and long-term plans and goals, whether: (a) disclosed by or on behalf of Discloser to the other Party or its Affiliates or its Personnel (“Recipient”); or (b) obtained by Recipient in any other manner, including through (i) observing or accessing Discloser’s business activities, documents, Software or materials, or (ii) communications with parties authorized by Discloser to communicate with, or otherwise provide information to, Recipient concerning Discloser or any of the services under this Agreement. Subject to Section 4.4, Discloser’s Confidential Information includes all documents and other materials Recipient or its Personnel generate to the extent describing, summarizing, commenting on, or otherwise containing Discloser’s Confidential Information. Without limiting the foregoing and subject to Section 4.4, VSub’s Confidential Information includes (A) all information Licensor obtains in connection with accessing VSub’s websites, Software or IT Assets; (B) VSub Intellectual Property; and (C) Personal Information of the VSub Parties and Service Providers. Without limiting the foregoing and subject to Section 4.4, Licensor’s Confidential Information includes (X) Licensor Intellectual Property (including, without limitation the Licensed Intellectual Property); (Y) Personal Information of Licensor, its Affiliates and its subcontractors; and (Z) all information VSub Parties obtain in connection with accessing Licensor’s websites, Software or IT Assets. The provisions of this Agreement shall be deemed to be the Confidential Information of both Parties. For the avoidance of doubt, Confidential Information of a Party also includes information which has been disclosed to such Party by a third party, which Party is obligated to treat as confidential or secret. As between the Parties, all Confidential Information of a Discloser shall remain the exclusive property of Discloser or its suppliers and licensors (unless the relevant information is the Confidential Information of both Parties). The Discloser’s disclosure of the Confidential Information does not constitute an express or implied grant to the Recipient of any rights to or under the Discloser’s Intellectual Property rights. Except as expressly permitted under this Agreement, without the prior written permission of the Discloser, Recipient will not sell, assign, license, market, transfer or otherwise dispose of, give or disclose the Confidential Information of Discloser to any person, firm or corporation, or permit any agent or employee to do the same.

4.2 Obligations. Recipient shall maintain in confidence Discloser’s Confidential Information and protect that Confidential Information from any unauthorized disclosure, access, use, destruction, alteration or loss (“Information Loss”), exercising at least the same degree of care as Recipient exercises for its own Confidential Information, but not less than a reasonable degree of care. With respect to Personal Information of actual or potential customers of the VSub Parties (the “VSub Customer Personal Information”), Licensor also shall implement and maintain security practices and procedures that are consistent with leading industry standards, but no less protective than as are required to maintain a reasonable standard of security and comply with all Privacy Laws. For purposes of this Agreement, a “reasonable” standard of security includes at least those standards employed by Licensor as of the Effective Date, as well as physical, administrative and technical safeguards, including: (a) education and training of employees on the proper use of information systems and information security systems; and (b) the use of (i) secure authentication protocols and devices consistent with current industry standards; (ii) secure access control measures consistent with current industry standards for access to logical and physical resources; (iii) current industry standard encryption for all transmission of VSub Customer Personal Information across public networks; (iv) automated security measures, including current industry standard perimeter

monitoring and protection systems, auditing systems, firewalls, and security agent Software capable of detecting and mitigating threats from Vulnerabilities; and (v) encryption technology consistent with current industry standards for all devices on which VSub Customer Personal Information is stored or transmitted, including fixed disks, removable media, other portable devices, and electronic media. For the avoidance of doubt, nothing in this Article 4 is intended to limit, nor shall it be considered as limiting any of VSub's rights under Article 2 or Article 3 of this Agreement.

4.3 Additional Obligations. Subject to Section 4.5 and except as otherwise permitted under this Agreement, including pursuant to VSub's rights to exploit the Licensed Intellectual Property under Article 2, Recipient shall not, nor permit or assist any Person to, (a) use or copy Discloser's Confidential Information except as necessary to perform Recipient's obligations or exploit Recipient's rights under this Agreement; or (b) disclose Discloser's Confidential Information to any Person other than Recipient's Personnel, attorneys, auditors, accountants, or contractors who require the Confidential Information to act on Recipient's behalf in connection with Recipient's obligations under this Agreement (collectively, "Authorized Persons"), except that the VSub Parties may disclose Licensor's Confidential Information to Governmental Authorities with regulatory or oversight jurisdiction over the VSub Parties, or in the course of fulfilling an VSub Party's regulatory responsibilities (each such disclosure by an VSub Party, a "Regulatory Disclosure"). Recipient (A) shall ensure that its Authorized Persons with access to Discloser's Confidential Information (x) comply with this Article as if they were parties to this Agreement in place of Recipient and (y) are bound by written confidentiality obligations, or are otherwise under a duty of confidentiality, sufficient to protect Discloser's Confidential Information in a manner that is consistent with this Article; and (B) is liable to Discloser for the failure of Recipient's Authorized Persons to comply with this Article to the same extent that Recipient would have been had Recipient failed to comply; provided however that nothing in this sentence is intended to limit VSub's rights to exploit the Licensed Intellectual Property under Article 2 or to impose additional restrictions on VSub with respect to permitted sublicensees of the Licensed Intellectual Property, which sublicensing arrangements shall not be subject to clause (B) of this sentence. VSub shall not be required to include any copyright or other confidentiality or proprietary notices appearing on the original version of the Licensed Intellectual Property. Licensor shall not transfer, export, distribute or otherwise communicate any of VSub's Confidential Information outside of the United States for any purpose without the prior written consent of VSub.

4.4 Exclusions. "Confidential Information" excludes information that: (a) is or becomes generally available to and known by the public, other than due to Recipient's breach of this Article; (b) Recipient rightfully possessed without a duty of confidentiality before obtaining it from Discloser; (c) Recipient received on an unrestricted basis from a source unrelated to either Party and not under a duty of confidentiality with respect to the information; or (d) Recipient developed independently of the disclosed information and for which Recipient provides documentary evidence maintained contemporaneously with the development that verifies the development was independent. Any exclusion from the definition of Confidential Information set forth in the foregoing sentence does not apply to (i) Personal Information; and/or (ii) VSub Data that is data, metadata, reports, input and output processed or generated by or on behalf of the VSub Parties as a result of their use of the Licensed Intellectual Property.

4.5 Required Disclosure. Except for Regulatory Disclosures, Recipient shall: (a) to the extent permitted by Law, notify Discloser as promptly as possible if Law requires, or a Governmental Authority of competent jurisdiction requires or requests, that Recipient disclose Discloser's Confidential Information and; (b) use reasonable efforts to allow Discloser an opportunity to seek injunctive relief from, or a protective order with respect to, the contemplated disclosure, and Recipient shall cooperate in these efforts. Recipient may disclose only that portion of Discloser's Confidential Information that Recipient's counsel advises is not subject to privilege and must be disclosed.

4.6 Remedies. Recipient acknowledges that Discloser's Confidential Information is valuable and proprietary to Discloser, and any Information Loss or other breach of this Article may cause Discloser irreparable injury such that the available remedies at law may be inadequate. Without limiting any of Discloser's other rights and remedies, if there is an Information Loss or other breach of this Article or threat of the foregoing, (a) Recipient promptly shall notify Discloser and cooperate with Discloser to regain possession of its Confidential Information and prevent any further Information Loss; and (b) Discloser may seek any injunctive or other equitable relief that a court of competent jurisdiction deems proper (including an order restraining any threatened or future Information Loss), on use of affidavit evidence or otherwise, and without furnishing proof of actual damages or posting a bond or other surety.

4.7 Return of Information. Except as described in the foregoing sentence, at Discloser's request, Recipient shall: (a) stop using and copying Discloser's Confidential Information; (b) to the extent permitted by applicable Law, (i) return to Discloser all of Discloser's Confidential Information in Recipient's or its Authorized Persons' possession or control, or (ii) destroy that Confidential Information in a manner that makes the Confidential Information non-readable and non-retrievable; and (c) provide Discloser with a certificate of return or destruction that includes the dates and facts of the return or destruction and is signed under oath by an officer of Recipient. Notwithstanding the foregoing, (A) Recipient has no obligation to return or destroy Discloser's Confidential Information backed up from a computer system in the ordinary course of Recipient's business, but that Confidential Information remains subject to all applicable obligations under this Agreement, and (B) VSub has no obligation to return, destroy or stop using any Licensed Intellectual Property during the Term of the license therefor, and all Licensed Intellectual Property remains subject to the provisions of this Agreement.

4.8 Duration. Each Party's obligations in this Article 4 with respect to the other Party's Confidential Information will survive in perpetuity any termination or expiration of this Agreement until the relevant Confidential Information falls into one of the exclusions set out in Section 4.4 (provided, however, that no such exclusion shall apply to Personal Information or that VSub Data that is data, metadata, reports, input and output processed or generated by or on behalf of the VSub Parties as a result of their use of the Licensed Intellectual Property).

ARTICLE 5 REPRESENTATIONS, INDEMNIFICATION AND LIABILITY

5.1 General Representations.

(a) Licensor represents and warrants that: (a) it is duly organized and in good standing under the Laws of the jurisdiction of its organization; (b) it has the right to enter into this Agreement and perform its obligations in accordance with the highest industry standards under this Agreement without violating the terms or provisions of any other agreement or contract to which it is a party and has all requisite power and authority (corporate or otherwise) to execute, deliver, and perform its obligations under this Agreement; and (c) its execution, delivery, and performance of this Agreement: (x) have been duly authorized by all necessary action on its part, and (y) do not and will not violate, conflict with or result in the breach of any provision of its charter or by-laws (or similar organizational documents).

(b) VSub represents and warrants that: (a) it is duly organized and in good standing under the Laws of the jurisdiction of its organization; (b) it has the right to enter into this Agreement and perform its obligations under this Agreement without violating the terms or provisions of any other agreement or contract to which it is a party and has all requisite power and authority (corporate or otherwise) to execute, deliver, and perform its obligations under this Agreement; and (c) its execution, delivery, and performance of this Agreement: (x) have been duly authorized by all necessary action on its part and (y) do

not and will not violate, conflict with or result in the breach of any provision of its charter or by-laws (or similar organizational documents).

(c) Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES MAKE NO (AND DISCLAIM ALL) REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY LICENSED INTELLECTUAL PROPERTY OR VSUB IMPROVEMENTS PROVIDED UNDER THIS AGREEMENT.

5.2 Additional Licensor Representations. Licensor represents and warrants that:

(a) Subject to the accuracy of the representation set forth in Section 5.3, Licensor's delivery of, and the VSub Parties' use of (in accordance with applicable Law) and other exercise of rights with respect to, the Licensed Intellectual Property, do not and will not violate any applicable Law;

(b) Subject to the accuracy of the representation set forth in Section 5.3, Licensor's delivery of, and the VSub Parties' use of and other exercise of rights with respect to the Licensed Intellectual Property in compliance with this Agreement and in compliance with applicable Law, do not and will not infringe or otherwise violate, trespass or in any manner contravene, breach, or constitute the unauthorized use or misappropriation of, or conflict with, any Intellectual Property right of any third party, and there is no claim or action pending or threatened against Licensor alleging any of the foregoing;

(c) Licensor possesses, and will possess, all rights, licenses, authorizations and consents, and has timely paid and will timely pay all fees and royalties, necessary for Licensor: (a) to perform its obligations under this Agreement; and (b) to grant the VSub Parties, and for the VSub Parties to receive and exercise, the rights and licenses granted to the VSub Parties under this Agreement;

(d) Licensor has and will have good title to all Licensed Intellectual Property (or, with respect to Third Party Materials, has and will have adequate license rights), free and clear of all liens, claims or encumbrances;

(e) At the time of each delivery of the Licensed Intellectual Property to VSub, Licensor, prior to each such delivery, shall have used commercially available scanning tools to identify and remove from the Licensed Intellectual Property any Vulnerabilities, including malicious or other codes or programming devices that might be used to access, modify, delete, damage, deactivate, disable or impair the operation of the Licensed Intellectual Property or any other software, firmware, computer hardware, network or data of the VSub Parties, including without limitation any worms, viruses, disabling code, time bombs or Trojan horses. Notwithstanding the foregoing, if any such Vulnerability in the Licensed Intellectual Property is discovered after the time of the relevant delivery, Licensor as soon as practicably reasonable will use commercially reasonable efforts to remove the Vulnerability and remediate the issue at no additional charge to VSub;

(f) Except as disclosed in the Disclosure Schedules to the Purchase Agreement, no Open Source Materials, or Software licensed to Licensor by any other Person, is included or embedded in, or required for the VSub Parties to use, operate or otherwise exercise their rights with respect to, any Licensed Software;

(g) The licensing terms for the Open Source Materials disclosed in the Disclosure Schedules to the Purchase Agreement do not and will not create or purport to create obligations for Limmi or VSub with respect to any Licensed Intellectual Property or VSub Improvements or grant or purport to

grant to any third party any rights or immunities under Licensed Intellectual Property or VSub Improvements, including using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other software incorporated into, derived from or distributed with such Open Source Materials be: (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works or (iii) redistributable at no charge or subject to a limitation on the amount that may be charged; and

(h) With respect to the Open Source Materials and third party Software included or embedded in the Licensed Software (“Third Party Materials”), VSub’s rights and Licensor’s obligations under this Agreement with respect to the Licensed Software will apply also to all Third Party Materials, including VSub’s rights, and Licensor’s obligations, with respect to indemnification of VSub by Licensor under this Agreement (but, for clarity, such indemnification obligations will not extend to any third party Software that: (a) is provided to VSub by Licensor as a separate unit of Software on a standalone basis; (b) is not included or embedded in the Licensed Software by Licensor; and (c) is not sublicensed by Licensor to VSub in writing). VSub’s rights, and Licensor’s obligations, will not be restricted or limited in any way by either the provision and use of any Third Party Materials in connection with this Agreement.

5.3 Additional Licensee Representations. Licensee represents and warrants that VSub’s delivery of, and Licensor’s use of, any Data or any materials in connection with this Agreement shall not infringe, violate or in any manner contravene or breach any (1) applicable Law, or (2) patent, trademark, copyright, trade secret, confidentiality, privacy, or other proprietary right of any third party.

5.4 Indemnification.

(a) As used in this Section 5.4:

(i) “Claims” means any and all suits, claims, demands, actions and proceedings threatened or brought by third parties.

(ii) “Limmi Indemnified Parties” means collectively, Licensor and any entity or business that was an Affiliate, line of business or division of Licensor at any time during the Term of this Agreement, (for any periods prior to divestment) and each of its and their Personnel, Service Providers, managing directors, partners, officers, employees, shareholders, successors, assigns, agents and representatives.

(iii) “VSub Indemnified Parties” means collectively, the VSub Parties and any entity or business that was an Affiliate, line of business or division of VSub or Parent at any time during the Term of this Agreement, (for any periods prior to divestment) and each of its and their Personnel, Service Providers, managing directors, partners, officers, employees, shareholders, successors, assigns, agents and representatives.

(iv) “Losses” means any actual liabilities, damages, costs, losses, obligations and expenses that are incurred in connection with a Claim, including court costs, investigation costs, and reasonable attorneys’ and experts’ fees and expenses.

(b) Licensor shall, at its sole expense, defend, indemnify, and hold harmless the VSub Indemnified Parties from and against any and all Claims and Losses to the extent arising from or in connection with or relating to:

(i) Licensor’s breach of this Agreement; or

(ii) any allegation that the VSub Parties' use of or other exercise of rights with respect to the Licensed Intellectual Property infringes or otherwise violates, trespasses or in any manner contravenes, breaches, or constitutes the unauthorized use or misappropriation of, or conflicts with, any Intellectual Property right of any third party.

(c) VSub shall, at its sole expense, defend, indemnify, and hold harmless the Limmi Indemnified Parties from and against any and all Claims and Losses to the extent arising from or in connection with or relating to:

(i) VSub's breach of this Agreement; or

(ii) any allegation that Licensor's use of or other exercise of rights with respect to the VSub Data in compliance with this Agreement infringes or otherwise violates, trespasses or in any manner contravenes, breaches, or constitutes the unauthorized use or misappropriation of, or conflicts with, any Intellectual Property right of any third party; or

(iii) subject to Licensor's representations and warranties set forth in Section 5.2(a), the use, marketing, distribution, sale of the Licensed Intellectual Property or VSub Products and Services.

5.5 Procedure. The applicable indemnified party will give the applicable indemnifying party prompt notice of any demand by the indemnified party for indemnification that is based on a Claim to be indemnified as set forth in Sections 5.4(b) or 5.4(c), as applicable, as well as copies of any papers served on the indemnified party relating to that Claim, but the indemnified party's failure to provide or delay in providing that notice or those copies will not release the indemnifying party from its obligations under this Article 5, except to the extent the failure or delay materially prejudices the indemnifying party's ability to defend or settle the Claim. The indemnifying party has the exclusive right to conduct the defense of any Claim and any negotiations for its settlement, except that: (a) the indemnifying party may not bind any indemnified party to any agreement without the indemnified party's prior written consent, which the indemnified party may not unreasonably withhold or delay; (b) the indemnified party will assist the indemnifying party in its defense of any Claim, at the indemnifying party's request and expense; (c) the indemnified party may participate at its expense in the indemnifying party's defense of or settlement negotiations for any Claim with counsel of the indemnified party's own selection; and (d) the indemnified party may, at its option and the indemnifying party's expense, and on notice to the indemnifying party, conduct the defense of and any settlement negotiations for any Claim in place of the indemnifying party if the indemnifying party fails to promptly defend the Claim as required in this Article 5. The Parties acknowledge that this Article 5 is intended for the benefit of, and to be enforceable by, the VSub Indemnified Parties and the Licensor Indemnified Parties, as applicable.

5.6 Limitation of Liability.

(a) IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR (1) ANY LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (2) FOR ANY AMOUNTS IN EXCESS OF \$50,000, SUBJECT TO SECTION 5.6(b).

(b) NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS AGREEMENT, INCLUDING SECTION 5.6(a) ABOVE, SHALL LIMIT EITHER PARTY'S LIABILITY (i) HEREUNDER FOR ANY CLAIM RESPECTING DAMAGES ARISING IN RESPECT

OF CLAIMS UNDER THE CONFIDENTIALITY PROVISIONS HEREIN, OR THE INDEMNIFICATION PROVISIONS HEREIN, OR FOR ANY DAMAGES RESULTING FROM EITHER PARTY'S FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR INTENTIONAL BREACH.

ARTICLE 6 TERM AND TERMINATION

6.1 Term. This Agreement is effective as of the Effective Date and shall remain in force in perpetuity unless terminated: (a) in accordance with Section 6.2; (b) upon the IP Assignment Closing; or (c) by mutual agreement of the Parties (such period, the "Term").

6.2 Termination.

(a) Without any penalty, liability or fees, Licensee may terminate this Agreement in its entirety without cause and for its convenience or for any other reason on thirty (30) days prior notice to Licensor.

(b) Without any penalty, liability or fees, Licensor may terminate this Agreement in its entirety upon (i) a material breach or misrepresentation by either VSub or Parent of the Exchange Agreement upon ten (10) days prior notice to VSub, or (b) the termination of the Exchange Agreement by Limmi pursuant to Section 10 of the Exchange Agreement.

6.3 Consequences of Termination and Post-Termination. Following service of a notice pursuant to this Article 6 terminating this Agreement, if applicable, but prior to the effective date of such termination, each Party shall continue to abide by the terms and conditions of this Agreement, comply fully with its obligations hereunder and shall not in any way hinder or interrupt the performance of this Agreement during any period between the date of the termination notice and the date of actual termination. If this Agreement is terminated by VSub for any reason permitted hereunder, VSub shall promptly use commercially reasonable efforts to cease using the Licensed Intellectual Property and comply with the requirements of Section 4.7 regarding the return or destruction of Licensor's Confidential Information. Notwithstanding the foregoing or any other requirements herein, this Agreement does not prohibit the VSub Parties from using for any purpose without restriction or obligation in connection with their current or future business any Residual Knowledge resulting from access to or work with Licensor's Confidential Information.

6.4 Survival. Section 2.5 (Ownership), Article 4 (Confidentiality), Section 5.4 (Indemnification), Section 5.5 (Procedure), Section 5.6 (Limitation of Liability), Section 6.3 (Consequences of Termination and Post-Termination), this Section 6.4 (Survival) and Section 7.10 (No Promotion) shall survive the termination or expiration of this Agreement, together with any other provision of this Agreement (or any exhibit, schedule or attachment hereto) which, by its terms, whether express or reasonably implied, survives termination or expiration of this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Assignment. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights, remedies or obligations under this Agreement (including by forward or reverse merger, consolidation, dissolution or operation of Law, and/or whether voluntarily or by a Governmental Authority's action or order, and/or pursuant to any change of Control, which transactions shall be deemed to be an assignment hereunder) without the other Party's prior written consent (which that other Party may

not unreasonably withhold or delay); except that without the other Party's consent, a Party may assign or otherwise transfer this Agreement or any of such Party's rights or obligations under this Agreement to: (a) an Affiliate of such Party; or (b) any entity into or with which any Party or the relevant assets or business is merged or consolidated, any Person that acquires a majority of a Party's outstanding voting securities, or that acquires all or substantially all of a Party's or a portion of any of its assets or business (including pursuant to a re-organization of VSub's (or its Affiliate's or the relevant VSub line of business's) business, or a divestiture, spin-off or sale by VSub (or its Affiliate or the relevant VSub line of business) of such assets or business). This Agreement binds and inures to the benefit of the Parties and their respective successors and permitted assigns.

7.2 Entire Agreement. This Agreement, the Exchange Agreement and the Purchase Agreement (including all schedules and exhibits thereto) constitutes the entire agreement, and supersedes any prior or contemporaneous statements or agreements with respect to the subject matter hereof.

7.3 Severability. If a Governmental Authority of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s); provided, however, if the provisions of Sections 2.10 or 2.11 or a material provision of the Exchange Agreement are determined to be invalid, illegal or unenforceable, then Licensor shall have the option to terminate this Agreement.

7.4 Amendment. This Agreement may be amended or modified only by a written instrument signed by each Party's authorized representative referring to this Agreement that explicitly states that the intent of that instrument is to amend or modify this Agreement and is executed in accordance with Section 7.14, but "written instrument" does not include: (a) the text of e-mails or similar electronic transmissions; or (b) the terms of any (i) shrink-wrap, click-wrap, browse-wrap or similar agreement between the Parties or (ii) website owned, operated or controlled by either Party.

7.5 Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto will be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Any Legal Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby will be brought and determined exclusively in the Delaware Court of Chancery of the State of Delaware; provided that if the Delaware Court of Chancery does not have jurisdiction, any such Legal Proceeding will be brought exclusively in the United States District Court for the District of Delaware or any other court of the State of Delaware, and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Legal Proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the exercise of personal jurisdiction over that party (including, for the avoidance of doubt, the express and knowing waiver of any claim that the exercise of personal jurisdiction over a party incorporated in a foreign jurisdiction is not permitted under or is incompatible with Delaware or federal law or the United States Constitution), the laying of the venue of any such Legal Proceeding in any such court, or that any such Legal Proceeding that is brought in any such court has been brought in an inconvenient forum. Process in any such Legal Proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court, and without regard to any protections or procedures provided by law, treaty or otherwise. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 7.15 will be

deemed effective service of process on such Party and expressly waives any objection to the effectiveness of such service under U.S. law or treaty.

7.6 WAIVER OF TRIAL BY JURY. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

7.7 Force Majeure. Neither Party shall incur any liability due to failure or delay in performance of any obligation (other than the payment of the consideration described in Section 2.10) caused by Force Majeure, at least for the duration of the Force Majeure; provided, however, that the affected Party shall promptly notify the other of the existence of the Force Majeure and the effect on its ability to perform its obligations, and that the affected Party undertakes all reasonable efforts to mitigate the impact of the Force Majeure on the other Party. The term “Force Majeure” shall mean and include any act of God, explosion, fire, flood, or any other circumstance of a similar nature beyond the reasonable control of an affected Party (but excluding any act or omission by an Affiliate of such Party). For clarity, a Force Majeure event that affects Licensor will not affect the licenses granted to the VSub Parties under this Agreement or VSub’s access and use of the Licensed Intellectual Property.

7.8 No Presumption. The Parties acknowledge that the provisions of this Agreement are the language the Parties chose to express their mutual intent and hereby waive any remedy and the applicability of any Law that would require interpretation of any claimed ambiguity, omission or conflict in this Agreement against the Party that drafted it.

7.9 Interpretation. The descriptive headings in this Agreement are used solely for convenience and are not intended to affect its meaning or interpretation. The words “including,” “include,” and “includes” are not limiting and are to be read as if they were followed by the phrase “without limitation.” The word “or” should be interpreted to mean “and/or” except where the context does not so permit. The words “sole discretion” mean, with respect to any determination to be made under this Agreement by a Party, the sole and absolute discretion of that Party, without regard to any standard of reasonableness or other standard by which the determination of that Party might be challenged. The words “reasonable efforts” mean, with respect to a given obligation, the efforts that a reasonable and prudent Person desirous of achieving a result would use in similar circumstances to perform that obligation as promptly as possible consistent with its normal business practices and good-faith business judgment, including the incurrence of reasonable immaterial expenditures or liabilities. Unless stated otherwise, all references to a date or time of day in this Agreement are references to that date or time of day in New York, New York. Each of “shall” and “will” is, unless the context requires otherwise, an expression of command, not merely an expression of future intent or expectation. Singular terms include the plural and vice versa. Reference to one gender includes all genders.

7.10 No Promotion. Licensor agrees that it will not, without the prior written consent of VSub in each instance, (a) use in advertising, publicity, marketing or other promotional materials or activities, the name, trade name, trademark, trade device, service mark or symbol, or any abbreviation, contraction or

simulation thereof, of VSub, its Affiliates or their respective partners or employees; or (b) represent, directly or indirectly, that any product or any service provided by Licensor has been approved or endorsed by VSub.

7.11 Third-Party Beneficiaries. Except to the extent stated otherwise in this Agreement, nothing in this Agreement confers any legal or equitable right, benefit or remedy upon any Person other than the Parties. VSub and Licensor specifically acknowledge and agree that it is their intention: (a) that all of the Licensed Intellectual Property contemplated by the Agreement be made available to, and used by, the VSub Parties; and (b) that the VSub Parties are third party beneficiaries entitled to enforce the terms and conditions of this Agreement.

7.12 No Waiver. A Party's failure to enforce any provisions of or rights deriving from this Agreement does not waive those provisions or rights, or that Party's right to enforce those provisions or rights. Except to the extent stated otherwise in this Agreement, each Party's rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies available at Law or in equity.

7.13 Specific Performance. Each Party acknowledges that the other Party may be damaged irreparably in the event that this Agreement is not performed by such Party in accordance with its specific terms or is otherwise breached by such Party and that, in addition to any other remedy that a Party may have under law or equity, subject to the limitations set forth in this Agreement, each Party shall be entitled to seek injunctive relief to prevent breaches of the terms of this Agreement and to enforce specifically the terms and provisions hereof that are required to be performed by the other Party.

7.14 Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which when executed is an original counterpart and all of which taken together constitute one and the same Agreement. A Party's delivery to the other Party of an original counterpart to this Agreement in accordance with this Section 7.14, or as a scanned image (such as a .pdf file) attached to an email to the other Party's authorized representative, is effective as delivery of that counterpart.

7.15 Notices. All notices, requests, claims and other communications described in or otherwise regarding this Agreement must be in writing and shall be deemed given: (a) if delivered by hand, on the date delivered to a Party at its address identified below or at any other address of which that Party has notified the other Party in accordance with this Section 7.15; or (b) if sent by registered or certified mail, return receipt requested, or by a reputable overnight delivery service, three (3) business days following the date sent to a Party at its address identified on the signature page of this Agreement or at any other address of which that Party has notified the other Party in accordance with this Section 7.15.

ADDRESSES FOR NOTICES:

If to Licensor:

Mentorhead Incorporated
[Address Redacted]

Attn: Trevor Vieweg, CEO
Email: _____

If to Licensee:

Vinergy Licensing Corp.

Attn: Alnoor Nathoo, President
Email: [Email Address
Redacted]

7.16 Exclusion of Alternate Terms. This Agreement and the Exhibits hereto contain the exclusive set of terms applicable to the Licensed Intellectual Property, notwithstanding any other set of terms: (a) that may be embedded in or displayed by the Licensed Intellectual Property, during or after installation or operation thereof; (b) to which the Licensed Intellectual Property may refer; (c) that may accompany or be packaged with the Licensed Intellectual Property; or (d) that may be presented at any time to either Party or its Personnel or agents orally, online, electronically, whether by click-thru or opt-in, or in writing (the foregoing, collectively, “Other Terms”), whether or not any such Party or its personnel or agent assents to the Other Terms online, electronically or otherwise at any time. Such Other Terms shall be void with respect to the Parties.

7.17 Independent Contractors. The Parties acknowledge that: (a) Licensor is, and shall be at all times, an independent contractor hereunder and not an agent of VSub; and nothing contained in this Agreement nor any actions taken by or arrangements entered into between them in accordance with the provisions of this Agreement shall be construed as or deemed to create any partnership or joint venture between the Parties; (b) neither Party shall have any authority to commit the other Party contractually or otherwise to any obligations to third parties; (c) neither Licensor nor any of its Personnel is an agent, employee, Affiliate, joint venturer or partner of VSub; and (d) neither VSub nor any of its Personnel is an agent, employee, Affiliate, joint venturer or partner of Licensor.

[Signature page follows]

The Parties have caused this Agreement to be executed by their respective duly authorized representatives.

MENTORHEAD INCORPORATED

VINERGY LICENSING CORP.

By: "Trevor Vieweg"
Name: Trevor Vieweg
Title: CEO

By: "Alnoor Nathoo"
Name: Alnoor Nathoo
Title: President

EXHIBIT A

LICENSED SOFTWARE

The “Licensed Software” means Trained Machine Learning Scheduling Models which generate insights for customers in the Global Healthcare Services Market (“Healthcare Services Trained Models”).

As used herein:

“Trained Machine Learning Scheduling Model” means Object Code which consists of the trained mathematical weights of the selected software algorithm generated from customer data to optimize patient schedules and appropriately match resources between patients and medical providers.

“Global Healthcare Services Market” means any person or entity that bills patients, or bills private or public health insurers, including national, state, or local governmental entities or entities owned, sponsored or funded by such governmental entities or nongovernmental organizations (NGOs), as well as any person or entity that has a Medicare or Medicaid provider number or its equivalent in foreign countries. It includes, but is not limited to the following facilities: primary care, specialty care, surgery centers, laboratories, pharmacies, and any public or private insurer or reimbursement system.

For purposes of clarity, the “Licensed Software” shall not include the Limmi proprietary machine learning platform for exploring data, training machine learning models, deploying machine learning models (the “Platform”) and all software and technology associated with the Platform, in any form including Object Code and Source Code and including all graphical user interfaces, and whether created by Licensor, or by a third party on behalf of Licensor, and including methods, processes or techniques utilized in the Platform to generate machine learning models; and (b) all improvements, modifications, and other enhancements to, and Derivative Works based on the Platform, or any portion of such Software, including new features and functionalities.

EXHIBIT B

ISSUANCE, CONTRIBUTION AND EXCHANGE AGREEMENT

EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT