



SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is between Professional Implementation Consulting Services, Inc. ("PICS") and the Customer identified below. The terms of this Agreement shall apply to each Software license granted and to all services provided by PICS under this Agreement, which will be identified on one or more Order Forms.

I. DEFINITIONS

1.1 "Concurrent User" means a user who is actively accessing the applicable Software via a local or remote interactive device. The total number of users accessing the applicable Software at any given time may not exceed the total number of Concurrent Users licensed for the applicable Software. If multiplexing hardware or software, "concentrators," or a virtual environment is used, the Concurrent User count must be measured at the multiplexing front end, or in the case of a virtual environment, at the client device end.

1.2 "Customer" means Molex Electronic Technologies, LLC and its wholly-owned affiliates, for so long as such affiliates remain wholly-owned.

1.3 "Database/Domain/Machine" means a single database, domain, or machine using the Software.

1.4 "Designated System" means the computer hardware and operating system designated on the relevant Order Form.

1.5 "Documentation" means the user guides and manuals for installation and use of the Software provided generally with the Software. Documentation is provided in electronic or bound form, whichever is generally available.

1.6 "Error" means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications, additional information and/or requests for product enhancements.

1.7 "Maintenance Release" means Updates and Upgrades.

1.8 "Module" means the number of Software modules set forth in an Order Form that Customer is authorized to use.

1.9 "Named User" the specific number of named individuals set forth in an Order Form that are authorized to access and use the Software.

1.10 "Order Form" means the document in hard copy or electronic form by which Customer orders Software and Support Services, and which is agreed to by the parties. The Order Form shall reference the Effective Date of this Agreement.

1.11 "Printer" or "Form" means the number of printers and/or forms, as applicable, that are authorized to use the applicable Software.

1.12 "Software" means the software in object code form distributed by PICS for which Customer is granted a license pursuant to this Agreement, and the media, Documentation and Updates thereto.

1.13 "Support Services" means Software support provided under PICS' fees and policies in effect on the date Support Services is ordered. PICS'

Support Services policies as of the Effective Date are attached hereto as Exhibit A.

1.14 "Support Services Term" means the first year after the Effective Date of the Agreement and a related Order, plus any respective renewal terms.

1.15 "Update" means a subsequent release of the Software which PICS generally makes available for Software licenses at no additional license fee other than media and handling charges, provided Customer has ordered Support Services for such licenses for the relevant time period. Updates shall not include any release, option or future product which PICS licenses separately.

1.16 "Upgrade" means a revision of the Software released by PICS to its end user customers generally, during the Support Services Term, to add new and different functions or to increase the capacity of the Software. Upgrade does not include the release of a new product or added features for which there may be a separate charge.

II. SOFTWARE LICENSE

2.1. Rights Granted

A. PICS grants to Customer a nonexclusive license to use the Software in the amount and type specified on an Order Form under this Agreement, as follows:

i. to use the Software solely for Customer's operations on the Designated System or on a backup system if the Designated System is inoperative, consistent with the use limitations specified or referenced in this Agreement, an Order Form, or the Documentation. Customer may not relicense, rent or lease the Software or use the Software for third-party training, commercial time-sharing or service bureau use;

ii. to use the Documentation provided with the Software in support of Customer's authorized use of the Software;

iii. to copy the Software for archival or backup purposes, and to make a sufficient number of copies for the use specified in the Order Form. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies; and

iv. to allow third parties to use the Software for Customer's operations so long as Customer ensures that use of the Software is in accordance with the terms of this Agreement.

Customer shall not copy or use the Software (including the Documentation) except as specified in this Agreement or an Order Form.

- B. Customer agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Software, except to the extent required to obtain interoperability with other independently created software or as specified by law.
- C. PICS shall retain all title, copyright and other proprietary rights in the Software. Customer does not acquire any rights, express or implied, in the Software, other than those specified in this Agreement.

2.2. Transfer and Assignment

- A. Customer may transfer a Software license within its organization or to Affiliates at no cost upon notice to PICS; transfers to a legal entity separate from Customer and its Affiliates are subject to the terms and fees specified in PICS' transfer policy in effect at the time of the transfer.
- B. Customer may not assign this Agreement or transfer a Software License to a legal entity separate from Customer without the prior written consent of PICS.

2.3. Verification

At PICS' written request, not more frequently than annually, Customer shall furnish PICS with a signed certification verifying that the Software are being used pursuant to the provisions of this Agreement and applicable Order Forms.

PICS may audit Customer's use of the Software with thirty (30) days prior written notice (e-mail notice is acceptable as written notice). Any such audit shall be conducted during regular business hours remotely by PICS in accordance with Customer's remote access security protocols and shall not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid fees to PICS, Customer shall be invoiced for such underpaid fees at the rate of previously purchased licenses or the then current rate, whichever is lower. Audits shall be conducted no more than once annually.

III. SUPPORT SERVICES

Support Services ordered by Customer will be provided under PICS' Support Services policies in effect on the date Support Services are ordered. Support Services are ordered annually in advance of PICS' provision of Support Services and, except as otherwise provided herein, Support Services fees paid are nonrefundable. At the expiration of the Support Services Term, Customer may continue to receive Support Services in one (1) year increments under PICS' then current fees and policies. PICS shall provide Customer reasonable notice of Support Services fees due. If Customer elects not to renew Support Services, Customer shall notify PICS of its intent not to renew at least sixty (60) days prior to the end of the applicable Support Services Term.

IV. TERM AND TERMINATION

4.1. Term

If not otherwise specified on the Order Form, this Agreement and each Software license granted under this Agreement shall continue perpetually unless terminated under this Article IV.

4.2. Termination by Customer

Customer may terminate any Software license at any time; however, termination shall not relieve Customer's obligations specified in Section 4.4.

4.3. Termination by PICS

PICS may terminate this Agreement or any license upon written notice if Customer materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying the breach.

4.4. Effect of Termination

Termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under any Order Form. The parties' rights and obligations under Sections 2.1.B, 2.1.C, and 2.2.B, and Articles IV, V, VI and VII shall survive termination of this Agreement.

Upon termination, Customer shall cease using, and shall return or destroy, all copies of the applicable Software.

V. INDEMNITY, WARRANTIES, REMEDIES

5.1. Infringement Indemnity. If a third party claims that Customer's use of the Software infringes any United States and European patent, copyright, trademark or trade secret, Customer must promptly notify PICS in writing. PICS will defend Customer against such claim if Customer reasonably cooperates with PICS and allows PICS to control the defense and all related settlement negotiations, and then PICS will indemnify Customer from and against any damages finally awarded for such infringement.

5.2. Injunctive Relief. If an injunction is sought or obtained against Customer's use of the Software as a result of a third party infringement claim, PICS may, at its sole option and expense, (i) procure for Customer the right to continue using the affected Software, (ii) replace or modify the affected Software with functionally equivalent software so that it does not infringe, or, if either (i) or (ii) is not commercially feasible, (iii) terminate the licenses and refund the license fees received from Customer for the affected Software less a usage charge based on a thirty-six (36) month amortization schedule.

5.3. Disclaimer of Liability. PICS shall have no liability for any third party claim of infringement based upon (i) use of other than the then current, unaltered version of the applicable Software, unless the infringing portion is also in the then current, unaltered release; (ii) use, operation or combination of the applicable Software with non-PICS software (excluding software that is listed in PICS Documentation and made available upon delivery of the Software), data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; or (iii) any third party software. The foregoing constitutes the entire liability of PICS, and Customer's sole and exclusive remedy with respect to any third party claims of infringement of such intellectual property rights.

5.4. Warranties and Disclaimers

- A. **Software Warranty**
For a period of ninety (90) days after delivery of the Software, PICS warrants that the Software shall conform in all material respects to the Documentation. PICS does not warrant that operation of the Software will be uninterrupted or "bug" free.
- B. **Media Warranty**
PICS warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 days from delivery.

C. Disclaimers

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

5.5. Exclusive Remedies

For any breach of the warranties contained in Section 5.4, Customer's exclusive remedy, and PICS' entire liability, shall be:

- A. For Software
If Customer promptly notifies PICS in writing of the nature of the breach, PICS shall make commercially reasonable efforts to promptly repair or replace the non-conforming Software without charge. If, after a reasonable opportunity to cure, PICS does not repair or replace the nonconforming Software, Customer must return the Software and Documentation to PICS, or certify in writing that all copies have been destroyed, and PICS will refund the license fees it received from Customer for the Software.
- B. For Media
The replacement of defective media returned within 90 days of delivery.

7.2.

Governing Law

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of New Jersey.

7.3.

Jurisdiction

Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Burlington County, New Jersey. PICS and Customer agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

7.4.

Notice

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the first address listed in the relevant Order Form Attn: Legal (if to Customer) or to the PICS address on the Order Form (if to PICS).

To expedite order processing, Customer agrees that PICS may treat documents faxed by Customer to PICS as original documents; nevertheless, either party may require the other to exchange original signed documents.

VI. PAYMENT PROVISIONS

7.5.

Limitation of Liability

In no event shall PICS be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Customer, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. Except for PICS' obligations in Article V, or PICS' breach of Article VII, PICS' liability for damages hereunder shall in no event exceed the license fees received by PICS from Customer for the affected Software for the twelve (12) month period preceding the occurrence of such liability.

The provisions of this Agreement allocate the risks between PICS and Customer. PICS' pricing reflects this allocation of risk and the limitation of liability specified herein.

6.1. Invoicing and Payment

All fees shall be due and payable thirty (30) days from the invoice date. Customer agrees to pay applicable media and shipping charges. Customer shall issue a purchase order, or alternative document acceptable to PICS, on or before the effective date of the applicable Order Form.

6.2. Taxes

The fees listed in this Agreement do not include taxes; if PICS is required to pay sales, use, property, value-added or other taxes based on the licenses or services granted in this Agreement or on Customer's use of Software or services, then such taxes shall be billed to and paid by Customer. This Section shall not apply to taxes based on PICS's income.

7.6.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

VII. GENERAL TERMS

7.1. Nondisclosure

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Software, the terms and pricing under this Agreement, and all parties' information clearly identified as confidential.

7.7.

Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of PICS' proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. Customer shall not disclose the results of any benchmark tests of the Software to any third party without PICS' prior written approval.

7.8.

Export Administration

Customer agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Software nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take reasonable steps to ensure that Confidential

7.9.

Source Code Escrow

In consideration of Customer's payment of the applicable annual fees set forth in the applicable Order Form, Customer shall be added as an additional beneficiary under PICS' existing source code escrow agreement.

supersede all terms of any unsigned or "shrinkwrap" license included in any package, media, or electronic version of PICS furnished software and any such software shall be licensed under the terms of this Agreement, provided that the use limitations contained in an unsigned ordering document shall be effective for the specified licenses.

7.10. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement and any Order Form shall supersede the terms in any Customer purchase order or other ordering document. This Agreement shall also

The Effective Date of this Agreement shall be October 21, 2019

Executed by Molex Electronic Technologies, LLC:

DocuSigned by:
Authorized Signature: Tom Ryan
Name: Tom Ryan CA300F15DAA2444...
Title: CIO
Address: 2222 Wellington Court, Lisle, IL 60532

Executed by PICS:

DocuSigned by:
Authorized Signature: Richard Rosenthal
Name: Richard Rosenthal 47655BA081F6430...
Title: President
Address: 46 High Street, Mt. Holly, NJ 08060

EXHIBIT A

SUPPORT SERVICES TERMS AND CONDITIONS

- available to its customers. If a question arises as to whether a product offering is an Upgrade or a new product or feature, PICS' opinion will prevail, provided that PICS treats the product offering as a new product or feature for its end user customers generally.
1. **Support Services Fees and Renewals.** Support Services fees as of the Effective Date are based upon twenty percent (20%) of the then-current standard Software license list price. Support Services are ordered annually in advance of PICS' provision of Support Services and Support Services fees paid are nonrefundable. At the expiration of each Support Services Term, Customer may continue to receive Support Services in one (1) year increments under PICS' then current fees and policies. PICS shall provide Customer reasonable notice of Support Services fees due. If Customer elects not to renew Support Services, Customer shall notify PICS of its intent not to renew at least sixty (60) days prior to the end of the applicable Support Services Term. If Customer elects not to renew Support Services, and subsequently elects to reinstate Support Services, reinstatement fees may apply under PICS' policies when Customer reinstates Support Services.
 2. **Updates.** PICS will make commercially reasonable efforts to provide an Update designed to solve or by-pass a reported Error. If such Error has been corrected in a Maintenance Release, Customer must install and implement the applicable Maintenance Release; otherwise, the Update may be provided in the form of a temporary fix, procedure or routine, to be used until a Maintenance Release containing the permanent Update is available. PICS shall reasonably determine the priority level of Errors, pursuant to the following protocols:
 - a. **Severity 1 Errors:** A Severity One Error means the (i) production system is severely impacted or completely shut down, or (ii) system operations are down. PICS promptly initiates the following procedures: (1) assigns specialist(s) to correct the Error on an expedited basis; (2) provides ongoing communication on the status of an Update; and (3) begins to provide a temporary workaround or fix.
 - b. **Severity 2 Errors:** A Severity Two Error means (i) the production system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced material system interruptions. PICS assigns a specialist to begin an Update, and provides additional, escalated procedures as reasonably determined necessary by PICS Support Services staff. PICS exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity 2 Errors in the next Maintenance Release.
 - c. **Severity 3 Errors:** A Severity Three Error means there (i) are errors in fully operational production systems, (ii) is a need to clarify procedures or information in Documentation, or (iii) is a request for a product enhancement. PICS may include an Update in the next Maintenance Release.
 3. **Maintenance Releases.** During the Support Services Term, PICS shall make Maintenance Releases available to Customer if, and when PICS makes any such Maintenance Releases generally
 4. **Conditions for Providing Support.** PICS' obligation to provide Support Services is conditioned upon the following: (a) Customer makes reasonable efforts to correct the Error after consulting with PICS; (b) Customer provides PICS with sufficient information and resources to correct the Error either at PICS' facilities or via remote access to Customer's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Customer promptly installs all Maintenance Releases; and (d) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.
 5. **Support Process:** PICS will provide software support 24x7, 365 days a year through the PICS software support help desk.
 6. **Exclusions from PICS' Support Services.** PICS is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision of PICS); (b) the Error is caused by Customer's negligence, hardware malfunction or other causes beyond the reasonable control of PICS; (c) the Error is caused by third party software not licensed through PICS; (d) Customer has not installed and implemented Maintenance Release(s) so that the Software is a version supported by PICS; or (e) Customer has not paid the Support Services fees when due. Further, PICS shall not be obligated to provide Maintenance Releases or Support Services for any third party products that are, or may be integrated into the Software.
 7. **Termination of Support Services.** PICS reserves the right to discontinue the Support Services should PICS, in its sole discretion, determine that continued support for any Software is no longer economically practicable. PICS will give Customer at least three (3) months prior written notice of any such discontinuance of Support Services and will refund any unaccrued Support Services fees Customer may have prepaid with respect to the affected Software. PICS shall have no obligation to support or maintain any version of the Software or operating system except (i) the then current version of the Software and operating system, and (ii) the immediately preceding version of the Software and operating system for a period of six (6) months after it is first superseded. PICS reserves the right to suspend performance of the Support Services if Customer fails to pay any amount that is payable to PICS under the Agreement within thirty (30) days after such amount becomes due.