

END USER LICENSE AND RIGHT TO USE AGREEMENT AUTERION TM SOFTWARE APPLICATIONS AND HOSTED SERVICES

PLEASE READ THIS END USER LICENSE AND RIGHT TO USE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING SOFTWARE OR HOSTED SERVICES FROM AUTERION. BY SIGNING OR ELECTRONICALLY ACCEPTING THIS AGREEMENT OR AN ORDER FORM OR OTHER DOCUMENT REFERENCING THIS AGREEMENT (EACH, AN "ORDER"), OR BY USING AUTERION SOFTWARE OR HOSTED SERVICES, YOU SIGNIFY YOUR ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE AUTERION SOFTWARE OR THE HOSTED SERVICES.

This Agreement governs the use of any of the versions of certain Auterion software applications ("Software") and/or hosted services in the form of software as a service (SaaS) (the "Hosted Services"), and any related updates, source code, appearance, structure and organization (together, the "Auterion Operating System") as per your Order or use, regardless of the delivery mechanism.

1. License Grants and Use Rights. Subject to the terms of this Agreement, the Auterion entity listed in the Order and if no entity is listed in the Order or any agreement between you and Auterion, Auterion Inc., a Delaware corporation ("Auterion"), grants to you:

(a) a non-transferable, non-exclusive, worldwide, non-sublicensable, limited license in the form of a subscription to use one (1) copy of the Software listed on the Order during the Term (as defined herein) solely in connection with the hardware on which the Software or certain of its components is originally installed and solely for your internal business purposes (the "Software License");

(b) a non-transferable, non-exclusive, right to access and use the Hosted Services during the Term solely in conjunction with the Software License (the "Use Right"); and

(c) a non-transferable, non-exclusive, worldwide, non-sublicensable, limited license to use the documentation for the licensed Software and the Hosted Services (the "Documentation") during the Term solely for your internal business purposes in connection with your use of the Software and Hosted Services (the "Documentation License");

in each case as purchased from Auterion or an authorized Auterion reseller, or granted under agreed conditions in the Order or a supplemental agreement as a development license and/or use right. Each of the Software License, the Use Right and the Documentation License are revocable by Auterion under the conditions set forth in this Agreement.

2. Third Party Materials. The Software License and Right to Use pertain solely to your use of the Software and Hosted Services and are not intended to limit your rights under, or grant you rights

that supersede, the license terms of any software that may be made available with the Software or Hosted Services that is subject to an open source software license or a license from a third party. The license terms for open source software or third party software that may be provided in connection with the Software and Hosted Services are provided with the Documentation.

3. Evaluation Licenses and Use Rights. Unless you have purchased a subscription for the Software or the Hosted Services under the terms of a commercial agreement with Auterion or an authorized reseller, all use of the Software and the Hosted Services shall be limited to testing purposes and not for production use ("Evaluation"). Unless otherwise agreed by Auterion in writing, Evaluation of the Software or the Hosted Services shall be limited to an evaluation environment and neither the Software nor the Hosted Services shall be used in the operation of your business or any other non-evaluation purpose. Unless otherwise agreed by Auterion in writing, you shall limit all Evaluation use to a single evaluation Term as set forth in the Order and shall not download or otherwise obtain additional copies of the Software or license keys or the Documentation or obtain additional access to the Hosted Services for Evaluation.

4. Reserved Rights. You acquire a time-limited license and right to use, as applicable, the Software and Hosted Services and the Documentation during the Term in the form of a subscription but no rights of ownership. Auterion reserves all rights to the Software and Hosted Services not expressly granted to you. Title to the Software and the Hosted Services each component, copy and modification, including all improvements and derivative works, whether made by Auterion, you or others on Auterion's behalf, including those made at your suggestion and all associated intellectual property rights, are and shall remain the sole and exclusive property of Auterion and/or its licensors. Upon expiration or termination of the Term all rights granted to you under the licenses and use rights herein will revert to Auterion and/or its licensors.

5. Customer Data. You will own all right, title and interest in and to non-public data you provided to Auterion (or received by Auterion through your interaction with the Software and the Hosted Services to enable the maintenance of the Software and provision of the Hosted Services ("Customer Data"), You irrevocably grant all such rights and permissions in or relating to Customer Data: (a) to Company, its contractors and its and their employees as are necessary or useful to perform their obligations or exercise their rights under the Agreement, or as otherwise permitted under the Agreement; and (b) to Company, as are necessary or useful to enforce the Agreement. In addition you hereby grant Auterion the right to: (i) use Customer Data to compile statistical and other information related to the performance, operation and use of the Software and Hosted Services and (ii) use, copy and analyze data produced from any or all of your access to and use of the Services and/or Company's provision of the Services in aggregated, de-identified form for security and operations management, to create statistical

analyses, to improve Auterion's services, software, technology or processes, for research and development purposes, and in order to improve and to train Auterion's artificial intelligence and machine learning capabilities. For the avoidance of doubt, such aggregated data will not allow for the identification of any individual.

6. Restrictions. You shall use the Software and the Hosted Services only in strict accordance with the instructions and warnings in the Documentation and in accordance with all Auterion policies relating to the Software and the Hosted Services ("Policies") communicated to you and your failure to do so shall be a violation of this Agreement. You shall not use the Software or Hosted Services for any purposes beyond the scope of Software License and Use Right granted in this Agreement. In particular, the Software License or Use Right, as applicable, do not authorize you (nor may you allow any third party) to: (a) copy, distribute, reproduce, use or allow third party access to the Software and the Hosted Services; (b) decompile, disassemble, reverse engineer, translate, modify, convert or apply any procedure or process to the Software and the Hosted Services in order to ascertain, derive, and/or appropriate for any reason or purpose, including the source code or source listings or any trade secret information or process contained in the Software and the Hosted Services (except as permitted under applicable law); (c) execute or incorporate other software (except for approved software as appears in the documentation for the Software and the Hosted Services or specifically approved by Auterion in writing) into the Software and the Hosted Services, or create a derivative work of any part of the Software or the Hosted Services; (d) remove any trademarks, trade names or titles, copyright notices or any other proprietary marking on the Software or the Hosted Services; (e) disclose the results of any benchmarking of the Software or the Hosted Services (whether or not obtained with Auterion's assistance) to any third party; (f) attempt to circumvent any user limits or other license, copy protection mechanism or use restrictions that are built into, defined or agreed upon, regarding the Software or the Hosted Services.

7. Your User Responsibilities. You are responsible for obtaining and maintaining any and all equipment, including the airframe and any ground station hardware, to use the Software and access the Hosted Services ("Equipment") and for maintaining security of such Equipment, your customer account, and related passwords and any tokens or other items to enable authorized access. You must not allow unauthorized individuals to gain access to such items and must immediately notify Auterion of any unauthorized use of such items or any other breach of security related to the customer account, the Software, the Hosted Services or your Equipment. You are responsible and liable for all uses of the Software, the Hosted Services and the Documentation, whether such use is permitted by or in violation of this agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of individual users who gain access to the Software or the Hosted Services via your Equipment or customer account, and any act or omission by such user that would constitute a breach of this Agreement if taken by you

will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all users to whom you permit use of the Software or the Hosted Services aware of the provisions of this Agreement as applicable to their use of the Software or the Hosted Services and of the Documentation and the Policies, and shall cause such users to comply with the provisions thereof.

8. Monitoring and Suspension. The Software and the Hosted Services may contain technological copy protection or other security features designed to prevent unauthorized use of the Software or the Hosted Services, including features to protect against any use that is prohibited under Section 6. Although Auterion has no obligation to monitor your use of the Software or the Hosted Services, Auterion may do so. Notwithstanding anything to the contrary in this Agreement, Auterion may temporarily suspend your use or access to any component or all of the Software or the Hosted Services if: (i) Auterion reasonably determines that (A) there is a threat or attack on Auterion's intellectual property in connection with your use, (B) your use of the Software or the Hosted Services disrupts or poses a security risk to the Software or the Hosted Services or the intellectual property rights of Auterion or to any other customer or vendor of Auterion, (C) you are using the Software or the Hosted Services for fraudulent or illegal activities or in violation of the terms of the licenses and use rights granted herein, (D) Auterion's provision of Software or the Hosted Services to you is prohibited by applicable law; (ii) any vendor of Auterion has suspended or terminated Auterion's access to or use of any third-party services or products required to enable you to use the Software or the Hosted Services; or (iii) if you are delinquent in the payment of amounts due pursuant to the Order and if such delinquency exceeds the grace period (if any) in the Order (each of the foregoing, a "Suspension"). Auterion will use commercially reasonable efforts to provide written notice of any Suspension to you and to provide updates regarding resumption of use or access following any Suspension. Auterion will use commercially reasonable efforts to resume providing use of the Software or access to the Hosted Services as soon as reasonably possible after the event giving rise to the Suspension is cured. Auterion will have no liability for any damage, liabilities, losses (including any loss of data, use, or profits), or any other consequences that you may incur as a result of a Suspension.

9. Maintenance. If the Software License hereunder is a paid subscription it includes basic software maintenance during the Term if you comply with the terms of this Agreement and have paid all Fees when due. Maintenance and support will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "Updates") as Auterion makes generally available to all licensees of the Software then entitled to maintenance services. Auterion may develop and provide Updates in its sole discretion, and you agree that Auterion has no obligation to develop any Updates at all or for particular issues. You further agree that all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms

and conditions of this Agreement. Maintenance does not include any new version or new release of the Software that Auterion may issue as a separate or new product, and Auterion may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion. Auterion has no obligation to provide maintenance, including Updates for any but the most current version or release of the Software; for any copy of Software for which all previously issued Updates have not been installed; if you are in breach under this Agreement; or for any Software that has been modified other than by or with the authorization of Auterion, that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Auterion in writing; or any Software that is made available under an Evaluation license or right to use. Auterion may, in its sole discretion, make periodic modifications, upgrades or updates to the Software or Hosted Services, including by providing new versions of the Software or Hosted Services. Such modifications, upgrades and updates will not materially reduce the level of performance, functionality, security or availability of the Software or the Hosted Services during the Term, unless such modification, upgrade or update is made to reflect changes in applicable law or to address an emergency or threat to the security or integrity of the Software or Hosted Services.

10. Payment of Fees and Taxes. In consideration for the Software License and the Use Right, you shall pay the fees set forth in the Order (collectively, the "Fees").

(a) To Auterion: If you placed your Order (including an Order for a renewal Term) with Auterion directly you shall pay the Fees to Auterion without offset or deduction in US dollars on or before the due date set forth in the Order. If you fail to make any payment when due, without limiting its other rights and remedies under this Agreement or at law, Auterion may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. You shall also reimburse Auterion for all costs incurred by it in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees. Auterion also may suspend your use of the Software and Access to the Hosted Services as provided in Section 8. All Fees and other amounts payable by you under this Agreement are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on Auterion's income.

(b) To Reseller: If you placed your Order with an authorized reseller, you shall pay the Fees as indicated by such authorized reseller and in the event of non-payment such reseller may have additional remedies set forth in a separate agreement with you.

11. Limited Warranty. Auterion represents and warrants that (a) for

a period of thirty (30) days after delivery to you, the Software will substantially function as designed, (b) Auterion will make commercially reasonable efforts to provide the Hosted Services to you when accessed and used in accordance with the Documentation; and (c) to Auterion's knowledge, the, at the time of delivery, neither the Software nor the Hosted Services will include malicious mechanisms or code for the purpose of damaging or corrupting the Software or Hosted Services. The aforementioned warranty will not apply and be null and void if you materially breach a provision of this Agreement, or if you or any user whom you permit to use the Software or the Hosted Services, whether or not in violation of this Agreement: (i) installs or uses the Software or the Hosted Services on or in connection with any hardware or software not specified in the Documentation or authorized by Auterion in writing; (ii) modifies or damages the Software or the Hosted Services, or the media on which the Software is provided, including abnormal physical or electrical stress; or (iii) misuses the Software or the Hosted Services, including any use other than as specified in the Documentation or explicitly authorized in writing by Auterion. This limited warranty extends only to the party that purchases a subscription to the Software and the Hosted Services from Auterion or an authorized reseller. The Hosted Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Auterion or by third-party providers, or because of other causes beyond Auterion's reasonable control, but Auterion will use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

12. Warranty Limitations. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11, THE SOFTWARE, THE HOSTED SERVICES AND ANY DOCUMENTATION DELIVERED THEREWITH AND THEIR RESPECTIVE COMPONENTS ARE PROVIDED TO YOUR "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AUTERION, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS, DISTRIBUTORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, THE HOSTED SERVICES, THE DOCUMENTATION AND COMPONENTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, AUTERION PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE AND THE HOSTED SERVICES WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. IF THE SOFTWARE OR THE HOSTED SERVICES ARE MADE AVAILABLE TO YOU UNDER AN EVALUATION LICENSE OR A DEVELOPMENT LICENSE THEY ARE PROVIDED "AS IS" AND AUTERION MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SOFTWARE OR THE HOSTED SERVICES.

13. Remedies. Your only remedy, and Auterion's sole obligation in case the Software or the Hosted Services (including any component thereof) do not conform to the warranty in Section 11, is for Auterion to make such efforts as it deems commercially reasonable to modify or adapt the Software or the Hosted Services or the affected component to make it or them function as designed, and if Auterion is unable to do so despite diligent efforts, or if Auterion decides, in its discretion, that the cost or effort required to do so is not commercially reasonable, Auterion may terminate the Software License and Use Right, in full or in part, and refund you the Fees paid to Auterion, in full or in part, depending on the degree of impairment of your use of the Software or the Hosted Services, as reasonably determined by Auterion.

14. Exclusion of Damages. IN NO EVENT WILL AUTERION OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, OR ANY RESELLER, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE OR THE HOSTED SERVICES; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AUTERION OR ANY RESELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Limitation of Liability. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF AUTERION AND ITS AFFILIATES, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO AUTERION PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE AND HOSTED SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM.

16. Term and Termination. The term of the License and/or Use Right (including any renewal term) is as set forth in the Order (the "Term") and if no Term is set forth, the License and Use Right are revocable at any time by Auterion. Auterion also may terminate this Agreement, effective on written or electronic notice to you, if you fail to pay any amount when due hereunder, and such failure continues more than 30 days after Auterion's delivery of written notice thereof or if you breach any of the provisions of Sections 5, 6, 7, or 8. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach is incapable of cure or, being capable of cure, remains uncured 30 days after the non-

breaching party provides the breaching party with written notice of such breach; and either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, files or has filed against it, a petition for bankruptcy or otherwise becomes subject to any proceeding under any bankruptcy or insolvency law, makes a general assignment for the benefit of its creditors, or applies for or has appointed a receiver or similar agent to take charge of or sell any material portion of its property or business. Upon expiration or earlier termination of this Agreement, the Use Right and the Documentation License will end with immediate effect. You must immediately discontinue the use of the Software and the Hosted Services, and the Software License, Auterion may take technological measures to terminate your use of the Software and access to and use of the Hosted Services. No expiration or termination will affect your obligation to pay all Fees that may have become due before such expiration or termination or entitle you to any refund.

17. Export Control. You represent and warrant that you: (a) understand that the Software, the Hosted Services, the Documentation, and their components may be subject to export controls under U.S. and foreign laws, including the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the export control or sanctions regulations; (c) will not export, re-export, or transfer the Software, the Hosted Services to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Software, the Hosted Services, the Documentation, or any of their components for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by applicable law, such as an arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Software, the Hosted Services, the Documentation, or any of their components to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Software or the Hosted Services or the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

18. U.S. Government Rights. The Software and the Hosted Services are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are a part of the U.S. government or any contractor therefor, you shall receive only those rights with



respect to the Software, the Hosted Services and the Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

#### 19. General.

(a) All matters arising out of or relating to this Agreement shall be governed and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the County of Ventura, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Each of you and Auterion hereby irrevocably waives its right to a jury trial. You acknowledge and agree that your breach or threatened breach of any of your obligations under Section 5 would cause Auterion irreparable harm for which monetary damages would not be an adequate remedy and agree Auterion will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available.

(b) Except for the documents and instruments specifically referenced herein, this Agreement constitutes the entire agreement between you and Auterion regarding its subject matter and supersedes all proposals, negotiations, conversations, discussions, agreements or representations, whether oral or written, including any industry custom or past dealing, between the parties relating to the subject matter and they shall be of no further effect or evidentiary value. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(c) You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily,

involuntarily, by operation of law, or otherwise, without Auterion's prior written consent, which consent Auterion may give or withhold in its sole discretion. No delegation or other transfer will relieve you of any of your obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 13 (c) is void. Auterion may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(d) Auterion will not be responsible or liable to you, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or your equipment, loss and destruction of property, or any other circumstances or causes beyond Auterion's reasonable control

(e) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.