TOCLOCO INC

SOFTWARE LICENSE AGREEMENT

Terms and Conditions for Lattice Grid

Version 1.0

PREAMBLE

This Software License Agreement (the "Agreement") is entered into between TOCLOCO INC, a Delaware corporation with its principal place of business at 1007 N. Orange Street, 4th Floor, Suite #1382, Wilmington, DE 19801, United States ("Licensor"), and the legal entity identified as the purchaser in the applicable Order ("Licensee"). It governs Licensee's acquisition and use of Lattice Grid.

PLEASE READ THIS AGREEMENT CAREFULLY. BY DOWNLOADING, INSTALLING, ACTIVATING, OR USING THE SOFTWARE, OR BY CLICKING TO ACCEPT, LICENSEE AGREES TO BE BOUND BY THIS AGREEMENT. IF LICENSEE DOES NOT AGREE, LICENSEE MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

1. DEFINITIONS

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than fifty percent (50%) of the voting interests of that entity, for so long as such control subsists.

1.2 "Agreement" means these Terms and Conditions, together with each Order, any Exhibit or Schedule attached hereto, and any addendum executed by both parties.

1.3 "Confidential Information" means non-public information disclosed by one party to the other that is identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure, including the Source Code, License Keys, non-public Documentation, and the pricing terms of any Order.

1.4 "Development Use" means use of the Software on a local development machine, on loopback or private network addresses, and within automated test suites and continuous-integration pipelines, in each case where the Software is not served to End Users.

1.5 "Documentation" means the then-current user and technical documentation for the Software made generally available by Licensor.

1.6 "Domain Limit" means the number of Licensed Domains purchased under the Order. A Wildcard License counts as one (1) Licensed Domain against the Domain Limit.

1.7 "End User" means any person who accesses or uses a Licensee Application.

1.8 "License Key" means the activation credential issued by Licensor, which may be bound to the Licensed Domains and to a version range of the Software.

1.9 "Licensed Domain" means a single fully qualified domain name identified in the Order, from which Licensee is permitted to serve a Licensee Application incorporating the Software in production. The licence metric is the fully qualified domain name itself and not the registrable domain: each distinct fully qualified domain name is a separate Licensed Domain requiring its own license, except where covered by a Wildcard License. By way of example and without limitation, example.com, www.example.com and app.example.com are three separate Licensed Domains, and example.com and example.co.uk are separate Licensed Domains. A Licensed Domain is identified without regard to scheme, port, or path, is matched without regard to case, and includes the internationalized and Punycode representations of the same name. Where a Licensee Application is served from an internal hostname or from an IP address rather than from a public fully qualified domain name, that hostname or address is a Licensed Domain.

1.10 "Licensee" means the legal entity identified as the purchaser in the Order, together with its Affiliates that Licensee causes to comply with this Agreement and for whose acts and omissions Licensee remains fully responsible.

1.11 "Licensee Application" means a software application developed by Licensee or on Licensee's behalf that (a) incorporates the Software, (b) adds substantial functionality and value beyond that of the Software itself, and (c) is not a development tool, component library, application builder, low-code or no-code platform, or other product whose principal purpose or effect is to make the functionality of the Software available to third parties for their own development activities.

1.12 "Maintenance Term" means the period of twelve (12) months from the Effective Date stated in the Order, and each renewal period for which Licensee has paid the applicable renewal fee, during which Licensee is entitled to Updates and Support.

1.13 "Non-Production Use" means Development Use together with use in internal preview, quality assurance, staging, demonstration, training, and disaster-recovery standby environments that are not made available to End Users in the ordinary course of Licensee's business.

1.14 "Order" means an ordering document, online checkout confirmation, or invoice accepted by both parties that identifies the Software, the License Tier, the Licensed Domains, the Maintenance Term, and the fees payable.

1.15 "Packaged Application" means a Licensee Application distributed to End Users as an installable desktop, mobile, kiosk, or embedded application that incorporates the Software and is not served from a fully qualified domain name under Licensee's control.

1.16 "Software" means Lattice Grid in object code form, including any Third-Party Components, and, where the License Tier expressly includes it, the Source Code, together with the Documentation.

1.17 "Source Code" means the human-readable, uncompressed source code form of the Software, supplied only under License Tiers that expressly include it.

1.18 "Support" means the technical assistance described in Section 8 and Exhibit A.

1.19 "Support Request" means a single reported issue or question submitted through Licensor's designated support channel, together with all correspondence reasonably necessary to resolve that issue. A Support Request concerning several unrelated issues counts as one Support Request for each unrelated issue.

1.20 "Support Request Allowance" means the number of Support Requests included in the Maintenance Term for Licensee's License Tier, as stated in Exhibit A.

1.21 "Third-Party Components" means third-party or open source software distributed with the Software and identified in the notices file accompanying the Software.

1.22 "Updates" means bug fixes, patches, minor releases and major releases of the Software that Licensor makes generally available to licensees during a Maintenance Term at no additional charge. Updates do not include separately priced modules, add-on products, or successor products marketed by Licensor as new offerings.

1.23 "Wildcard License" means a license identified in the Order by a registrable domain expressed in the form *.example.com, which permits Licensee to serve Licensee Applications, under a single license and with no limit on the number of subdomains, from that registrable domain itself and from every subdomain of it at every level. A Wildcard License does not extend to any other registrable domain, including a different country-code or generic top-level domain of the same name.

2. ACCEPTANCE AND ORDER OF PRECEDENCE

2.1 This Agreement takes effect on the earliest of the date Licensee (a) clicks to accept it, (b) downloads, installs, activates, or uses the Software, or (c) executes an Order referencing it. If Licensee does not agree, Licensee must not download, install, or use the Software.

2.2 The individual accepting this Agreement represents that they are authorized to bind Licensee.

2.3 In the event of conflict, the following order of precedence applies: (a) a written addendum signed by both parties; (b) the Order; (c) these Terms and Conditions; (d) the Documentation. Any pre-printed terms on a Licensee purchase order, vendor portal, or procurement system are of no effect and are expressly rejected, notwithstanding Licensor's acceptance of or performance under such a document.

3. GRANT OF LICENSE

3.1 Free Development License. Licensor grants every user of the Software, at no charge and without a License Key, a non-exclusive, worldwide, perpetual license to make Development Use of the Software. This license includes the complete and unmodified Software with no feature limitation, is not time-limited, and does not expire. It confers no right to serve the Software to End Users, no right to deploy on any Licensed Domain, and no entitlement to Support. The Software displays the activation notice described in clause 3.11 throughout Development Use.

3.2 Development and Build License. Subject to payment of all fees, Licensor grants Licensee a non-exclusive, non-transferable, worldwide license to install, copy and use the Software to

develop, test, build, and maintain Licensee Applications. This license is not limited by the number of individuals or systems that use the Software for those purposes, and extends to Licensee's employees, contractors, agency and consultancy partners, and automated build agents and continuous-integration systems, in each case acting on Licensee's behalf and for whose compliance Licensee remains responsible.

3.3 Deployment License. Licensor grants Licensee a non-exclusive, worldwide right to reproduce and serve the Software in object code form, solely as an integrated and non-separable component of a Licensee Application, from the Licensed Domains stated in the Order and up to the Domain Limit, and to grant every End User of that Licensee Application a sublicense to use the Software solely as part of it. Serving a Licensee Application in production from any fully qualified domain name that is neither a Licensed Domain nor within the scope of a Wildcard License requires an additional license.

3.4 Wildcard License. Where the Order specifies a Wildcard License, Sections 3.3 and 3.5 apply to every fully qualified domain name within its scope, with no limit on the number of subdomains served.

3.5 Perpetual Rights. The licenses granted in Sections 3.2 to 3.4 are perpetual with respect to each version of the Software made available to Licensee during a paid Maintenance Term, and survive expiry of the Maintenance Term, provided that Licensee has paid all fees due and is not in material breach. Expiry of the Maintenance Term ends Licensee's right to receive Updates and Support, but does not terminate Licensee's right to continue using and serving the versions of the Software lawfully obtained during the Maintenance Term from its Licensed Domains.

3.6 No Restriction on Use Case or Users. Subject only to Section 4, the Software may be used in any type of Licensee Application and for any commercial or non-commercial purpose, including internal business applications, customer-facing applications, applications offered to third parties on a hosted, subscription, or per-use basis, applications developed for or operated on behalf of Licensee's clients, and applications sold or licensed for a fee. No additional fee, tier, or written consent is required for any such use, and Licensee is not required to meter or report developers, build agents, End Users, tenants, seats, servers, instances, containers, page views, or transactions. The Licensed Domains and the Domain Limit are the only licence metrics.

3.7 Non-Production Use. Non-Production Use is unlimited, consumes no Licensed Domain, and requires no License Key. Licensee may run the Software without a Licensed Domain on localhost, on private or loopback network addresses, on reserved test domains, and on internal, non-public preview, staging, and continuous-integration hosts. The Software displays the activation notice described in clause 3.11 in each such environment. Licensee may, if it wishes to suppress the notice on a non-production hostname, license that hostname as a Licensed Domain.

3.8 Packaged Applications. Where a Licensee Application is a Packaged Application and is therefore not served from a fully qualified domain name, Licensee shall license [one (1) Licensed Domain per Packaged Application], identified in the Order by the application's name and distribution identifier in place of a domain name. All other terms apply unchanged.

3.9 Substitution of Licensed Domains. Licensee may substitute a Licensed Domain for another, on written notice to Licensor, once in any twelve-month period per Licensed Domain, where the original domain is permanently retired from production use. Substitution does not increase the Domain Limit, and a Licensed Domain may not be substituted for a Wildcard License without payment of the difference in fees. Licensor will issue a replacement License Key within a reasonable period. A substitution request does not count against the Support Request Allowance.

3.10 Internal Copies. Licensee may make any number of copies of the Software for backup, archival, and disaster-recovery purposes.

3.11 Activation Notice. The Software displays a visible activation notice identifying it as unlicensed whenever it is served from any hostname that is neither a Licensed Domain nor within the scope of a Wildcard License, including during Development Use and other Non-Production Use. The Software does not display the activation notice when served from a Licensed Domain under a valid License Key. The Software shall not begin to display the activation notice on a Licensed Domain by reason only of the expiry of a Maintenance Term, in respect of any version of the Software lawfully obtained during a paid Maintenance Term. Suppression of the activation notice on Licensed Domains forms part of the consideration for the fees payable under the Order.

3.12 Evaluation and Pre-Release. Software supplied on a beta, preview, or "not for resale" basis may be used solely for internal evaluation, may not be served to End Users, and is supplied AS IS with no warranty, indemnity, or Support. Sections 10.4 and 12 apply to such Software except that Licensor's aggregate liability in respect of it shall not exceed one hundred United States dollars (US$100).

3.13 Reservation of Rights. The Software is licensed, not sold. All rights not expressly granted are reserved to Licensor. No license is granted by implication, estoppel, exhaustion, or otherwise.

4. RESTRICTIONS

4.1 Licensee acquires no ownership interest in the Software and no title passes to Licensee or to any End User. The restrictions in this Section are the sole limits on Licensee's use of the Software and are conditions of the licenses granted in Section 3.

4.2 Licensee shall not, and shall not permit any third party to:

(a)serve the Software in production from any fully qualified domain name that is neither a Licensed Domain nor within the scope of a Wildcard License, or exceed the Domain Limit;

(b)distribute, license, sell, rent, lease, lend, or otherwise make available the Software in its standalone form, or in any form other than as an integrated component of a Licensee Application;

(c)use the Software to create, or incorporate the Software into, any product that competes with the Software, or any development tool, component library, application builder, low-code or no-code platform, or similar product;

(d)white-label, rebrand, or otherwise present the Software or any part of it as Licensee's own component library or developer product;

(e)reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, except to the minimum extent that such activity is expressly permitted by applicable law notwithstanding this restriction, and then only after Licensee has given Licensor written notice and a reasonable opportunity to provide the necessary information;

(f)remove, obscure, or alter any copyright, trademark, or other proprietary notice, or any License Key, license verification, or activation notice mechanism, contained in or displayed by the Software;

(g)disclose, publish, or distribute the Source Code, or permit access to it other than by personnel and contractors of Licensee who need it to develop Licensee Applications and who are bound by confidentiality obligations at least as protective as those in Section 13;

(h)publish or disclose to any third party any benchmark, performance test, or comparative analysis of the Software without Licensor's prior written consent;

(i)use the Software in violation of any applicable law, or in any manner that infringes the rights of any third party;

(j)use the Software, or permit it to be used, to develop, train, fine-tune, or improve any machine learning model, large language model, or artificial intelligence system, or to generate training data for any such system, other than incidental use of the Software within a Licensee Application by such a system acting on an End User's behalf;

(k)circumvent or disable any License Key, activation, domain verification, or activation notice mechanism in the Software; or

(l)assign, transfer, or sublicense this Agreement or the Software except as expressly permitted by Sections 3.3 and 17.4.

4.3 High-Risk Use. The Software is not designed, manufactured, or intended for use in hazardous environments requiring fail-safe performance, including the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support systems, weapons systems, or medical devices where failure could lead directly to death, personal injury, or severe physical or environmental damage. Licensor expressly disclaims any warranty of fitness for such purposes, and Licensee assumes all risk and liability arising from any such use.

5. LICENSE KEYS, DELIVERY AND VERIFICATION

5.1 Licensor delivers the Software electronically. Delivery is deemed complete when the Software is made available for download or the License Key is issued. No physical delivery is made. Development Use requires no License Key.

5.2 License Keys. Licensor will issue a License Key covering the Licensed Domains. The Software validates the License Key locally, on the device on which it runs, against the fully qualified domain name from which it is served and against the version range covered by

Licensee's Maintenance Term. Validation is performed entirely on that device and requires no connection to Licensor or to any third party. Licensee shall keep License Keys confidential and is responsible for all use of the Software under its keys. Licensor shall not design the Software so that expiry of a Maintenance Term disables, degrades, or interrupts a version of the Software lawfully obtained during that Maintenance Term.

5.3 Local Validation; No Transmission. The Software validates the License Key entirely on the device on which it runs. The Software does not transmit the License Key, the fully qualified domain name from which it is served, the version of the Software, End User data, application data, or the contents of any Licensee Application to Licensor or to any third party for the purpose of license validation, and Licensor operates no license-validation server that receives such information. Licensor verifies compliance with the Domain Limit solely by the self-certification process described in clause 5.4.

5.4 Audit. Not more than twice in any twelve-month period, and on not less than thirty (30) days' written notice, Licensor may verify Licensee's compliance with the Domain Limit by requesting a written self-certification, signed by an officer of Licensee, listing the fully qualified domain names from which the Software is served in production. Verification is limited to domain compliance and confers no right of access to Licensee's systems, source code, personnel records, or End User data.

5.5 If verification reveals the Software served in production from any fully qualified domain name that is not licensed, or in excess of the Domain Limit, Licensee shall, within thirty (30) days, license the additional domains at Licensor's then-current list price, backdated to the date the unlicensed use began, together with the associated Maintenance fees. Payment under this Section is without prejudice to Licensor's other remedies.

6. FEES, TAXES AND PAYMENT

6.1 Licensee shall pay the fees stated in the Order. Except as expressly stated in this Agreement, all fees are non-refundable and all payments are non-cancellable.

6.2 Invoices are payable within thirty (30) days of the invoice date unless the Order states otherwise. Overdue amounts bear interest at the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by law, from the due date until paid.

6.3 All fees are exclusive of sales, use, value added, withholding, and similar taxes and duties. Licensee is responsible for all such taxes other than taxes on Licensor's net income. Where Licensee is required to withhold tax, Licensee shall gross up the payment so that Licensor receives the full invoiced amount.

6.4 Licensor may suspend Support and access to Updates on ten (10) days' written notice if any undisputed amount is more than thirty (30) days overdue. Licensor shall not suspend, disable, or apply an activation notice to Licensee's deployed Software under this Section.

7. MAINTENANCE TERM, UPDATES AND RENEWAL

7.1 During the Maintenance Term, Licensee is entitled to receive Updates, and Support up to the Support Request Allowance, at the level corresponding to its License Tier as set out in Exhibit A.

7.2 The Maintenance Term does not renew automatically. Licensor will offer renewal at its then-current renewal price. If Licensee does not renew, Licensee retains the perpetual rights described in clause 3.5 in respect of the versions obtained during the paid Maintenance Term.

7.3 If Licensee allows the Maintenance Term to lapse and later wishes to resume, Licensor may require payment of a reinstatement fee, or of back-maintenance for the lapsed period, at its then-current rates.

7.4 Adding Licensed Domains during a Maintenance Term is charged at Licensor's then-current price for the additional domains, co-terminous with the existing Maintenance Term. Additional domains do not increase the Support Request Allowance unless the Order states otherwise.

7.5 Licensor may discontinue or modify any version, feature, or module of the Software, and may cease supporting any release, on reasonable notice. Licensor will use commercially reasonable efforts to provide corrective maintenance for the current release and the immediately preceding release for a period of twelve (12) months following its supersession.

8. SUPPORT AND SUPPORT REQUEST ALLOWANCE

8.1 Allowance. Because this Agreement places no limit on the number of individuals who may use the Software, Support is metered by Support Request rather than by user. During each Maintenance Term Licensor will provide Support up to the Support Request Allowance for Licensee's License Tier, in accordance with the response targets stated in Exhibit A. Response targets are targets, not guarantees, and are measured during Licensor's published business hours.

8.2 Support Portal. Support Requests must be submitted through Licensor's online support portal, under the account associated with Licensee's Order. Licensee controls which of its personnel are granted access to that account, and is responsible for all Support Requests submitted under it, including their consumption of the Support Request Allowance. Licensor is not obliged to accept Support Requests submitted by any other channel, including direct correspondence with individual personnel of Licensor. Access to the portal does not license any person and imposes no limit on who may use the Software.

8.3 Counting. Each Support Request counts once against the Support Request Allowance when Licensor first substantively responds to it. The following do not count against the Allowance: (a) a request that Licensor determines reports a reproducible defect in the Software; (b) a request concerning License Key issuance, domain substitution, invoicing, or account administration; (c) a duplicate of a request already open; and (d) a request Licensor is unable to substantively answer.

8.4 Exhaustion and Additional Support. Licensor will notify Licensee when eighty percent (80%) of the Support Request Allowance has been consumed. Once the Allowance is exhausted, Licensee may purchase an additional Support Request Allowance, equal in size to the Support Request Allowance included in the Order, for a fee of fifty percent (50%) of [the fees paid by Licensee under that Order]. An additional Support Request Allowance may be purchased more than once in a Maintenance Term, and expires at the end of the Maintenance Term in which it is purchased. Until an additional Allowance is purchased, Licensor may decline further Support Requests for the remainder of the Maintenance Term. Exhaustion of

the Allowance does not affect Licensee's right to receive Updates, or any right under Sections 3, 10 or 11.

8.5 Carry-Over. Unused Support Requests expire at the end of the Maintenance Term and do not carry over.

8.6 Exclusions. Support does not include: on-site services; custom development; code review or architectural consulting; assistance with Licensee code that does not relate to the Software; issues arising from modification of the Software by anyone other than Licensor; issues arising from use of the Software otherwise than in accordance with the Documentation; or support for versions for which corrective maintenance has ceased under clause 7.5. Licensor may offer any of these as separately priced professional services.

8.7 Cooperation. Licensee shall provide reasonable information, access, and cooperation, including a minimal reproducible test case, to enable Licensor to diagnose reported issues. Licensor may decline a Support Request that is not accompanied by sufficient information to reproduce the issue, and such a request does not count against the Allowance.

8.8 Community Channels. Licensor may make public documentation, issue trackers, and community forums available at no charge. Use of those channels is unlimited, is not a Support Request, and carries no response target. Users of the free Development License are entitled to no Support other than these channels.

9. INTELLECTUAL PROPERTY

9.1 Ownership. As between the parties, Licensor and its licensors own and retain all right, title, and interest in and to the Software, the Documentation, and all intellectual property rights therein, including all copyrights, patents, trade secrets, trademarks, and moral rights, and including all modifications, enhancements, translations, and derivative works of the Software however arising and by whomever created.

9.2 Licensee Applications. Licensee owns all right, title, and interest in the code it independently develops within a Licensee Application, excluding the Software and any derivative work of the Software embedded within it.

9.3 Feedback. If Licensee provides suggestions, enhancement requests, or other feedback relating to the Software, Licensor may use, reproduce, and exploit that feedback without restriction, obligation, or compensation. Licensee grants Licensor a perpetual, irrevocable, worldwide, royalty-free license to do so. Licensee shall not provide feedback that is subject to any third-party licence which would encumber the Software.

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9.5 Attribution. Licensee shall reproduce, in each Licensee Application and its documentation, all copyright and proprietary notices contained in the Software, and shall include the notices file accompanying the Software in respect of Third-Party Components. Licensee is not required to display Licensor's name or mark in the user interface of a Licensee Application.

9.6 Third-Party Components. Third-Party Components are licensed under their own terms, which are set out in the notices file accompanying the Software and which prevail over this Agreement to the extent of any conflict in respect of those components. Licensor makes no warranty and provides no indemnity in respect of Third-Party Components except as expressly stated in Section 11.

10. WARRANTIES AND DISCLAIMER

10.1 Mutual. Each party warrants that it has full power and authority to enter into this Agreement.

10.2 Limited Warranty. Licensor warrants that, for ninety (90) days from the date of delivery, the Software will perform substantially in accordance with the Documentation when used in accordance with this Agreement on a supported platform. Licensee's sole and exclusive remedy, and Licensor's entire liability, for breach of this warranty is, at Licensor's option, (a) correction of the non-conformity, (b) replacement of the Software, or (c) refund of the fees paid for the non-conforming Software against termination of the license to it. This warranty does not apply where the non-conformity arises from modification of the Software, use contrary to the Documentation, or combination with software or hardware not supplied or approved by Licensor. A claim under this Section is not a Support Request. This warranty does not apply to Software used under the free Development License.

10.3 Non-Infringement Warranty. Licensor warrants that, to its knowledge as at the date of delivery, the Software does not infringe any third-party copyright. Licensor gives no warranty in respect of patents, trade secrets, or trademarks. Licensee's sole remedy for breach of this warranty is set out in Section 11.

10.4 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTIONS 10.1 TO 10.3, THE SOFTWARE AND ALL SUPPORT ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND LICENSOR AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND TERMS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, OR ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED.

11. INDEMNIFICATION

11.1 By Licensor. Licensor will defend Licensee against any third-party claim alleging that the Software, as supplied by Licensor and used in accordance with this Agreement, infringes that third party's copyright, and will pay damages finally awarded against Licensee or agreed in settlement approved by Licensor, provided that Licensee (a) notifies Licensor promptly in writing, (b) gives Licensor sole control of the defence and settlement, and (c) provides reasonable cooperation at Licensor's expense. This Section does not apply to Software used under the free Development License.

11.2 CLAIMS NOT COVERED. LICENSOR'S OBLIGATION UNDER SECTION 11.1 EXTENDS TO CLAIMS OF COPYRIGHT INFRINGEMENT ONLY. LICENSOR GIVES NO INDEMNITY, AND HAS NO OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD LICENSEE HARMLESS, IN RESPECT OF ANY CLAIM OF PATENT INFRINGEMENT, TRADE SECRET MISAPPROPRIATION, OR TRADEMARK INFRINGEMENT, WHEREVER ARISING. LICENSEE ACKNOWLEDGES THAT IT ASSUMES ALL RISK IN RESPECT OF SUCH CLAIMS, AND THAT THE FEES PAYABLE UNDER THE ORDER REFLECT THAT ALLOCATION OF RISK.

11.3 Exclusions. Licensor has no obligation under Section 11.1 to the extent the claim arises from (a) modification of the Software by anyone other than Licensor; (b) combination of the Software with products, data, or processes not supplied by Licensor, where the claim would not have arisen but for that combination; (c) use of a superseded version where the claim would have been avoided by use of a current version made available to Licensee; (d) Third-Party Components; (e) Licensee's continued use after notice to cease; or (f) any Licensee Application other than the Software embedded in it.

11.4 Remedies. If the Software is, or in Licensor's opinion is likely to become, the subject of a claim under Section 11.1, Licensor may at its option and expense (a) procure the right for Licensee to continue using the Software, (b) modify or replace it so that it becomes non-infringing while materially preserving its functionality, or (c) if neither (a) nor (b) is commercially reasonable, terminate the affected licenses and refund the fees paid for the affected Software, depreciated on a straight-line basis over thirty-six (36) months. Sections 11.1 to 11.4 state Licensor's entire liability and Licensee's exclusive remedy for any claim that the Software infringes or misappropriates any intellectual property right of any third party.

11.5 By Licensee. Licensee will defend and indemnify Licensor against any third-party claim arising from (a) any Licensee Application, other than to the extent covered by Section 11.1; (b) Licensee's breach of Sections 4, 13 or 14; or (c) Licensee's use of the Software in violation of applicable law.

11.6 Alternative Terms. The fees stated in the Order reflect the terms of this Agreement, including the limitations in Sections 10, 11 and 12. Licensor may, in its discretion and under a separately negotiated addendum, offer variations to those terms - including a broader indemnity, a higher liability cap, or committed response times - at additional cost. No such variation is effective unless signed by Licensor.

12. LIMITATION OF LIABILITY

12.1 EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, ANTICIPATED SAVINGS, OR DATA, OR FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 NO LIABILITY OF LICENSOR. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND SUBJECT ONLY TO SECTION 12.4, LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE OR TO ANY END USER ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE, THE DOCUMENTATION, OR ANY SUPPORT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE. WHERE AND TO THE EXTENT THAT LIABILITY CANNOT LAWFULLY BE EXCLUDED, LICENSOR'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID BY LICENSEE UNDER THE APPLICABLE ORDER.

12.3 FREE DEVELOPMENT LICENSE. WHERE AND TO THE EXTENT THAT LIABILITY CANNOT LAWFULLY BE EXCLUDED IN RESPECT OF SOFTWARE USED UNDER THE FREE DEVELOPMENT LICENSE, AND NOT UNDER A PAID ORDER, LICENSOR'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (US$100).

12.4 What Section 12.2 Does Not Exclude. Section 12.2 does not exclude or limit: (a) Licensor's obligation to defend and pay damages under Section 11.1; (b) Licensor's obligations under the limited warranty in clause 10.2; (c) liability for fraud or fraudulent misrepresentation; (d) liability for death or personal injury caused by negligence; or (e) any other liability that cannot lawfully be excluded or limited.

12.5 Licensee's Liability. Nothing in Section 12.2 or 12.3 limits Licensee's liability for (a) fees payable under any Order; (b) breach of Section 4 (Restrictions), Section 13 (Confidentiality), or Section 14 (Export Control and Sanctions); or (c) its indemnification obligations under Section 11.5.

12.6 Allocation of Risk. The exclusions and limitations in this Section 12 apply notwithstanding the failure of essential purpose of any limited remedy. Licensee acknowledges that they reflect an agreed allocation of risk between the parties, that the fees payable under the Order are set materially lower than they would otherwise be in reliance on that allocation, and that Licensor would not enter into this Agreement on the fees stated without it. Alternative allocations of risk are available under Section 11.6.

13. CONFIDENTIALITY

13.1 Each party shall protect the other's Confidential Information with at least the degree of care it uses for its own confidential information, and no less than reasonable care, shall use it solely to perform this Agreement, and shall disclose it only to personnel and contractors who need to know it and who are bound by confidentiality obligations at least as protective as these.

13.2 These obligations do not apply to information that is or becomes public through no fault of the recipient, was rightfully known to the recipient without restriction before disclosure, is rightfully received from a third party without restriction, or is independently developed without use of the disclosing party's Confidential Information.

13.3 A recipient may disclose Confidential Information where required by law or court order, provided it gives prompt notice where lawful and cooperates in seeking protective treatment.

13.4 The obligations in this Section continue for five (5) years after disclosure, and indefinitely in respect of the Source Code and any trade secret.

14. EXPORT CONTROL AND SANCTIONS

14.1 The Software is subject to the export control laws of the United States, including the Export Administration Regulations, and to the economic sanctions programs administered by the US Department of the Treasury's Office of Foreign Assets Control, and may be subject to the export or import laws of other jurisdictions.

14.2 Licensee shall comply with all such laws and shall not, directly or indirectly, export, re-export, transfer, or make the Software available to (a) any country, region, or territory subject to comprehensive US sanctions; (b) any person on the Specially Designated Nationals and Blocked Persons List, the Denied Persons List, the Entity List, or any equivalent restricted-party list; or (c) any end use relating to nuclear, chemical, or biological weapons or missile technology.

14.3 Licensee represents that it is not located in, organized under the laws of, or ordinarily resident in any such country, region, or territory, and is not a restricted party.

15. US GOVERNMENT END USERS

15.1 The Software is "commercial computer software" and the Documentation is "commercial computer software documentation" as those terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4. Consistent with those provisions, the Software and Documentation are licensed to US Government end users (a) only as commercial items and (b) with only those rights granted to all other end users under this Agreement. Any use, modification, reproduction, release, performance, display, or disclosure by the US Government is governed solely by this Agreement, and all other provisions of federal acquisition regulation are inapplicable. Unpublished rights are reserved under

16. TERM AND TERMINATION

16.1 This Agreement commences on the Effective Date and continues until terminated in accordance with this Section.

16.2 Either party may terminate this Agreement on written notice if the other party materially breaches it and fails to cure within thirty (30) days of written notice describing the breach, or immediately if the breach is incapable of cure.

16.3 Licensor may terminate the licenses granted under Section 3, including the free Development License, immediately on written notice if Licensee breaches clauses 4.2(b) to 4.2(g), clause 4.2(k), Section 13 (Confidentiality) in respect of the Source Code, or Section 14 (Export and Sanctions). Serving the Software from an unlicensed domain, or in excess of the Domain Limit, is not a ground for termination where Licensee cures it under clause 5.5.

16.4 Either party may terminate immediately on written notice if the other becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy, receivership, or liquidation proceedings not dismissed within sixty (60) days.

16.5 Effect of Termination. On termination, all rights granted to Licensee cease, and Licensee shall within thirty (30) days cease all use of the Software, remove it from all Licensed Domains and from all Licensee Applications not already distributed, destroy all copies including Source Code, and certify that destruction in writing. Termination does not require Licensee to recall Packaged Applications already distributed to End Users before termination, and sublicenses properly granted to End Users before termination survive, except where termination arises from Licensee's breach under clause 16.3.

16.6 Termination is without prejudice to any accrued rights or remedies. No refund of fees is due on termination for Licensee's breach.

16.7 Survival. Sections 1, 4, 6, 9, 10.4, 11, 12, 13, 14, 15, 16.5 to 16.7 and 17 survive termination or expiry, together with clauses 3.2 to 3.5 where this Agreement expires or is terminated otherwise than for Licensee's breach.

17. GENERAL

17.1 Governing Law. This Agreement is governed by the laws of the State of Delaware, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

17.2 Jurisdiction. The state and federal courts located in New Castle County, Delaware have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and each party submits to that jurisdiction and waives any objection based on venue or forum non conveniens. Either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

17.3 JURY TRIAL WAIVER. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

17.4 Assignment. Licensee may not assign or transfer this Agreement, in whole or in part, by operation of law, change of control, or otherwise, without Licensor's prior written consent, which shall not be unreasonably withheld where the assignee is not a competitor of Licensor and agrees in writing to be bound by this Agreement. Any purported assignment in breach of this Section is void. Licensor may assign this Agreement freely.

17.5 Publicity. Licensor may identify Licensee as a customer and use Licensee's name and logo in customer lists on its website and in sales materials, unless Licensee notifies Licensor in writing that it objects. Any other public statement about the relationship requires the other party's prior written consent.

17.6 Notices. Notices must be in writing and are effective on delivery when sent to the addresses stated in the Order, by personal delivery, nationally recognized courier, or email with confirmation of receipt. Notices to Licensor must be sent to TOCLOCO INC, 1007 N. Orange Street, 4th Floor, Suite #1382, Wilmington, DE 19801, United States, and additionally by email to hello@latticegrid.dev.

17.7 Force Majeure. Neither party is liable for delay or failure to perform, other than a payment obligation, caused by events beyond its reasonable control.

17.8 Severability. If any provision is held unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be so modified, severed, and the remainder of this Agreement continues in full force.

17.9 Waiver. No failure or delay in exercising a right operates as a waiver of it, and no waiver is effective unless in writing.

17.10 Independent Contractors. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

17.11 No Third-Party Beneficiaries. Except for End Users' sublicense rights under clause 3.3 and Licensor's licensors under clause 9.1, this Agreement confers no rights on any third party.

17.12 Entire Agreement; Amendment. This Agreement is the entire agreement between the parties in relation to its subject matter and supersedes all prior proposals, representations, and understandings. It may be amended only in writing signed by both parties, save that Licensor may update these Terms and Conditions prospectively for new Orders and renewals on notice; no such update affects the perpetual rights already accrued under clause 3.5.

17.13 Counterparts and Electronic Acceptance. This Agreement may be executed in counterparts and accepted electronically, and electronic acceptance or signature has the same effect as a manuscript signature.

SIGNED

Where this Agreement is executed rather than accepted electronically:

LICENSOR: TOCLOCO INC Signature Name Title Date **LICENSEE: Signature Name Title Date**

EXHIBIT A - LICENSE TIERS, DOMAINS AND SUPPORT

	Development	Deployment	Wildcard	What this controls
Price	Free	$1,000 / yr	$10,000 / yr	Per Licensed Domain; wildcard priced at ten named domains.
Licensed Domains	None - localhost only	1 per license	*.example.com, unlimited subdomains	The only licence metric (cl. 1.9, 1.23, 3.3).
License Key	Not required	Required	Required	Free tier needs no activation (cl. 5.1).
Serve to end users	No	Yes	Yes	The line between free and paid (cl. 3.1).

Localhost / CI / staging	Watermarked, free	Watermarked, free	Watermarked, free	No licence needed; license the hostname to clear it (cl. 3.7).
Developers / contractors / build agents	Unlimited	Unlimited	Unlimited	No seats, no headcount audit (cl. 3.2, 3.6).
End users / tenants / servers	n/a	Unlimited	Unlimited	Nothing to meter or report (cl. 3.6).
Use case	Dev and test only	Unrestricted	Unrestricted	Internal, SaaS, client work, resale (cl. 3.6).
Feature set	Complete	Complete	Complete	Nothing withheld at any tier.
Expiry	Never	Perpetual + 1 yr updates	Perpetual + 1 yr updates	cl. 3.1, 3.5.
Activation notice	Shown	None on licensed domains	None on licensed domains	Watermark on every unlicensed hostname (cl. 3.11).
Support Request Allowance	None	20 / yr	100 / yr	Per Maintenance Term, per Licensee (cl. 8.1, 8.3, A.2).
Ticket submission	Community forum	Support portal	Support portal	One account per Order; Licensee controls access (cl. 8.2).
Support response target	n/a	48h	48h	Target, not an SLA (cl. 8.1).
Defect reports	Forum	Free	Free	Never counted against the Allowance (cl. 8.3(a)).
Community forum	Unlimited	Unlimited	Unlimited	Free overflow channel (cl. 8.8).
Domain substitutions	n/a	[2] / yr	[2] / yr	Rebrands and migrations (cl. 3.9).
Source Code	No	No	[No]	If ever offered, under cl. 13 confidentiality.
Licensor liability	None ($100 floor)	None (fees-paid floor)	None (fees-paid floor)	Excluded; falls back to fees only where law forbids exclusion (cl. 12.2).
IP indemnity	None	Copyright only	Copyright only	Patent, trade secret and trademark excluded (cl. 11.2).
Enterprise terms	n/a	On request, priced separately	On request, priced separately	Broader indemnity, higher cap, committed SLA (cl. 11.6).

Additional domain	n/a	$1,000 / yr	n/a	Co-terminous with the Maintenance Term (cl. 7.4).
Additional support	n/a	50% of [Order value]	50% of [Order value]	Buys another 20 or 100 requests (cl. 8.4).
Renewal	n/a	[-]	[-]	Typically [20 to 30]% of list.

A.1 Support hours are [09:00 to 17:00 Eastern Time, Monday to Friday, excluding Licensor's published holidays]. Response targets are measured from receipt of a Support Request containing sufficient information to reproduce the issue.

A.2 The Support Request Allowance is per Maintenance Term and per Licensee, not per Licensed Domain, per portal user, or per Licensee Application.

A.3 Where the Order and this Exhibit conflict, the Order prevails.