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(i) "Documentation" means the user guides and manuals provided by Apryse to Licensee for installation and/or use of the Software.

(ii) "Compute Resource" means a physical computer, or virtual computer such as a virtual machine (VM) or container.

(iii) "License Term" means the license term for each Software product Licensed by Licensee specified in the applicable Order.

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(vi) "Services" means the maintenance and support services described in Section 5 below.

(vii) "Software" means the applications or computer software owned or licensed by Apryse chosen by Licensee and listed in an Order to which Licensee purchases a License pursuant to this Agreement, in machine-readable, object code form, including any Documentation and Updates.

(viii) "Update" means an error correction, patch, bug fix, modification, option or new release of the Software that is generally made available to purchasers of Services at no additional charge other than media and handling charges.

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(c) License Types.

(i) Consumption - Components: Designer(s) + Engine + Manager

(1) Designer component

a. The Designer in combination with desktop versions of Microsoft Office creates an Integrated Design environment (IDE) for Document Template design.

(2) Engine component

a. The Engine is the processing component of the solution. The Engine process the Templates created with the Designer.

b. The Engine may be installed on an unlimited number of computer resources including but not limited to: desktop computers, servers, virtual machine(s) and containers.

c. One license is valid for the Engine to run on an unlimited number of compute resources including but not limited to: desktop computers, servers, virtual machine(s) and containers.

(3) Manager Component

a. The Manager is a Web application that manages the storage, access, and production of your templates in a centralized location, with a deployment functionality.

(4) Pricing:

a. Designer: Unlimited

b. Engine: Pay-Per-Page model.

c. Manager: Additional Fee

(ii) Instance - Components: Any combination of Designer(s) + Engine(s) + Manager

(1) Designer component

a. The Designer in combination with desktop versions of Microsoft Office creates an Integrated Design environment (IDE) for Document Template design.

b. The Designer may be installed and used solely on one computer or virtual machine for use per licensed user.

c. Each License is valid for Designer running under the credentials of a single user. If Licensee runs the Designer on a shared compute resource such as a virtual machine (VM) or application server (i.e. Citrix server) under multiple user credentials, a separate License is required for each user.

(2) Engine component may be installed only on the number of servers Licensed by Licensee.

a. The Engine is the processing component of the solution. The Engine processes the Templates created with the Designer.

b. Licensee must have a separate License for each computer resource on which Licensee executes the Software.

c. A Server License has a maximum number of "cores." This is the total number of cores the Software "sees," therefore a dual core processor is two cores and hyper-threading (if turned on) counts as multiple cores because each hyper-thread is a distinct core as seen by the software. If the License is used on a server where the number of cores Licensed is greater than or equal to number of cores on the machine, the number of threads that may call Apryse is unlimited. If the number of cores Licensed is less than the number of cores on the machine, then the number of threads is limited to the core limit of the License.

d. The Test Server License is for testing purposes only. It may not be used as a production or end user system. The Test Server output is watermarked.

e. The Development Server License is for development purposes only. It may not be used as a production or end user system. The Developer License allows a single report to be concurrently generated, for a maximum of 250 reports per day, and the output is watermarked.

(3) Manager Component

a. The Manager is a Web application that manages the storage, access, and production of your templates in a centralized location, with a deployment functionality.

(4) Pricing:

a. Designer: Pay-Per-Server model.

b. Engine: Pay-Per-Server model.

c. Manager:Additional Fee

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(iii) demonstrate the Hosted Services to potential Customers;

(iv) use the Software internally to test and integrate the Software into the ASP Bundled Offering and provide Level 1 Support for the Software; and

(v) use the technical support documentation supplied by Apryse for Licensee to provide Level 1 Support in accordance with the terms of this Agreement.

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(ii) "Licensee Offering" means the Licensee products licensed for on-premises use to a Customer and related services described in the Order.

(iii) "ISV Bundled Offering" means the license of the Software with a Licensee Offering product, where the main functionality of the ISV Bundled Offering is not report or document generation.

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(iii) demonstrate the Software to potential Customers;

(iv) use the Software to test and incorporate the Software into the ISV Bundled Offering and provide Level 1 Support for the Software; and

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(f) Upon Apryse's request, Licensee shall provide Apryse with a copy of the Licensee's standard Customer Agreement for the Software.

(g) Licensee shall comply with the following license limitations:

(i) Licensee must have a separate license for each License Type on which Licensee executes the Software as described in Section 1.1(c) and each Customer Agreement held by Licensee shall contain, at a minimum, the requirements and restrictions for the applicable License Type for each End User License.

(ii) Licensee shall ensure that Customer will keep a port open at all times so that Apryse may retrieve reports and access the applicable Bundled Offering as reasonably necessary.

(iii) A Server License has a maximum number of "cores." This is the total number of cores the Software "sees," therefore a dual core processor is two cores and hyper-threading (if turned on) counts as multiple cores because each hyper-thread is a distinct core as seen by the software. If the License is used on a server where the number of cores Licensed is greater than or equal to number of cores on the machine, the number of threads that may call Apryse is unlimited. If the number of cores Licensed is less than the number of cores on the machine, then the number of threads is limited to the core limit of the License.

(iv) The Test Server License is for testing purposes only. It may not be used as a production or end user system. The Test Server output is watermarked.

(v) The Development Server License is for development purposes only. It may not be used as a production or end user system. The Developer License allows a single report to be concurrently generated, for a maximum of 250 reports per day, and the output is watermarked.

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(a) collect Customer's diagnostics as requested by Apryse to assist Apryse in providing Second Level Support services.

(b) provide telephone assistance or if applicable on-site assistance in researching and finding solutions to problems in the use of the Software, if these problems have been caused by an error in the Software as installed at Customer's site.

(c) have resources available who are able and capable of giving instruction and training in the use of the Software to existing and new Customers.

(d) coordinate all Second Level Support requirements with Apryse and working directly with Customers on all matters pertaining to First Level Support requirements.

(e) provide Customers with Updates.

(f) designate two members of its technical staff as Licensee's sole representatives for contact with Apryse regarding Apryse technical support obligations under this Agreement. The technical contacts shall also be the main contacts for First Level Support requests by Customers.

5.4 Second Level Support Services. Second Level Support means the following online and telephone technical support provided by Apryse to Licensee for the purpose of providing advice and assistance to Licensee to support Licensee's Customers on the operation and use of the Software:

(a) advice and assistance to support Licensee's Customers on Software functionality, debugging and troubleshooting in accordance with then-current Apryse support policies;

(b) research problems reported by Licensee; and

(c) provide Licensee with Updates.

5.5 Covered Software. Apryse will provide Services for the most current release of the Software. Once a release has been made generally available, Licensee should convert to the latest release in order to insure uninterrupted service and continued support.

5.6 Hours of Operation. Services via telephone are available between the hours of 8:00 a.m. and 5:00 p.m., U.S. MST, weekdays, excluding U.S. holidays observed by Apryse (the "Hours of Operation"). Licensee may receive Services by telephone by calling Apryse's customer support number set forth in the Documentation. Telephone Services will be provided in the English language only and Licensee must speak, write, and understand English. Services via the internet are available for extended hours via the Apryse Helpdesk Center which may be accessed from the Apryse website at www.apryse.com.

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(a) Pay-per-Page. Subscription model wherein each time a report is run, the Software checks in with the Apryse license server for approval. If approval is received, the report is run, and the page total is then sent back to the license server to be charged against the customer's account. Customer prepays for N pages per month; with overages assessed for all pages over the base amount.

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(i) Connected mode: The Software will communicate with the Apryse license server at various times while running for approval to run on that machine. If unable to communicate for an extended period of time, the Software will cease operation.

(ii) Disconnected mode:

(1) Pay-per-server License with expiration date.

(2) Limited to run only on computers specified by host name or IP address.

6.2 Fees. In consideration of the Software and Services and any accompanying Licenses provided to Licensee by Apryse hereunder, Licensee shall pay Apryse the License fees, Services fees, expenses, and taxes set forth on the applicable invoice provided by Apryse based on the applicable Order.

6.3 Payment. Licensee shall pay all invoices as follows: Licensee shall pay all fees and expenses at the time of purchase. Monthly, quarterly, and annual billing cycles are available. Depending on what option Licensee chooses, the Order will be renewed at the end of each subscription month, quarter, or year. Payment may be made using a credit card or other payment methods accepted by Apryse in the Order. Apryse will charge Licensee's credit card or other payment account at the time of purchase of the License and when there are other charges as specified in the License Type (e.g. overages), and Licensee hereby authorizes Apryse to charge its credit card or other payment account on or before each Renewal Term on a recurring basis. Customer shall maintain complete and accurate billing and credit card and payment information on file with Apryse. All payments received by Apryse are non-refundable except as otherwise expressly provided in this Agreement. All fees and expenses specified in this Agreement are exclusive of, and Licensee shall be solely responsible for, all value-added, sales, use, import, duties, customs or other taxes applicable to the transactions contemplated by this Agreement, except for any taxes based upon Apryse's net income. All fees and expenses are quoted in U.S. dollars and Licensee shall pay the fees and expenses in U.S. dollars. If Licensee fails to pay Apryse the amounts when due, Apryse may (a) cause the Software to suspend operation until such time as Licensee brings its account completely current, and (b) exercise any other rights under the Agreement.

6.4 Reporting. Licensee understands and acknowledges that the Software contains License verification capabilities which will contact the Apryse license server before each report or document is generated to verify that the License is valid and inform the Apryse license server that a report is being run. The information sent to Apryse shall contain information about the usage of the Software, including, without limitation, information detailing the number of pages generated by the Software, and the number of users, and the number of servers running reports (collectively "Usage Information"). Licensee hereby grants Apryse permission to operate these reporting capabilities to obtain reports that contain such Usage Information ("Reports") in order to verify Licensee's compliance with the terms of this Agreement. If Licensee fails to pay Apryse the additional amounts due Apryse may (a) cause the Software to suspend operation until such time as Licensee brings its account completely current, or (b) exercise any other rights under the Agreement. If the Reports reveal any other nonconformance with this Agreement, Apryse may seek its remedies available to it under this Agreement.

7. TERM AND TERMINATION.

7.1 Term. The initial term of this Agreement shall commence after Licensee submits the Order for Licenses and when payment has been received by Apryse and continue for the initial term set forth in the Order unless terminated earlier by a party in accordance with this Section ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional periods equal to the Initial Term (each, a "Renewal Term"), unless a party gives the other party written notice of its intent to not renew at least 10 days prior to the end of the Initial Term or the then-current Renewal Term. The Initial Term and each Renewal Term are collectively referred to as the "Term."

7.2 Termination. This Agreement and the License granted herein may be terminated immediately upon written notice (a) by Apryse if any amounts owed by Licensee are past due; (b) by a party upon the material breach by the other party of any of its other obligations under this Agreement, which breach has not been cured within thirty (30) days after the breaching party has received written notice thereof; or (c) by Apryse if Licensee has violated Sections 1, 2, 3, or 9 of the Agreement.

7.3 Effect of Termination. Upon termination Licensee shall promptly cease using and delete the Software from Licensee's system and destroy the Documentation and any copies of the Software or Documentation. Upon termination of this Agreement, any applicable fees owed by Licensee through the date of termination shall become due and payable. Licensee shall promptly return to the other all Confidential Information of Apryse that Licensee may have in Licensee's possession or control. For ASP Licenses and ISV Licenses, upon termination of this Agreement (a) all rights and licenses of and obligations of and restrictions on Apryse hereunder shall terminate, except that licenses granted to Customers in accordance with this Agreement will remain in effect in accordance with their terms; (b) Licensee will, at the option of Apryse, destroy or return all Software, Software keys, catalogues, and literature in its possession, custody or control in whichever form held (including all copies or embodiments thereof) and will cease using the Software, Services and Apryse Marks. Notwithstanding the termination of this Agreement for any reason, the rights and duties of the parties under Sections 7.3, 8, 9,

11, 12 and 13 and all payment obligations and license restrictions of this Agreement shall survive such termination and remain in full force and effect.

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11.3 Indemnification Procedure. The party seeking indemnification must (a) give prompt notice of the claim to the other party; (b) grant sole control of the defense or settlement of the claim or action to the other party; and (c) provide reasonable cooperation to the other party and, at the other party's request and expense, assistance in the defense or settlement of the claim.

12. LIMITATION ON LIABILITY. NEITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE OF OR FAILURE TO BE ABLE TO USE THE SOFTWARE OR SERVICES. APRYSE SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO (i) TRANSACTIONS PERFORMED USING THE SOFTWARE OR SERVICES; OR (ii) MODIFICATIONS TO THE SOFTWARE OR SERVICES BY LICENSEE, WHETHER SUFFERED BY LICENSEE OR ANY THIRD PARTY. APRYSE'S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY LICENSEE HEREUNDER FOR THE SOFTWARE OR SERVICE THAT IS THE SUBJECT OF THE ACTION. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. LICENSEE ACKNOWLEDGE THAT APRYSE'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION WILL APPLY REGARDLESS OF WHETHER ANY LIMITED OR EXCLUSIVE REMEDY SPECIFIED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO LIABILITY ARISING FROM ANY BREACH OF SECTIONS 1, 2, 3, OR 7 AND ANY OBLIGATIONS UNDER SECTION 11.

13. GENERAL TERMS.

13.1 Publicity. Apryse may, in its reasonable discretion, contact any Customer at any time for any purpose related to such Customer's use of the ASP Bundled Offering or ISV Bundled Offering, as applicable. Apryse may, and Licensee shall ensure that Apryse has the rights necessary, to use the name and logo of any Customers in connection with promoting the Apryse products and services.

13.2 Notices. All notices required under this Agreement shall be (a) in writing, (b) deemed to have been duly made and received when (i) personally served, (ii) delivered by commercially established courier service, or (iii) ten (10) days after deposit in mail via certified mail, return receipt requested, to the addresses specified in the Order or at such other address as the parties shall designate in writing from time to time, and, (c) for notices to Apryse, marked "Attention: Contracts Department".

13.3 Export Control.. Any use of the Software shall be in compliance with all relevant international, U.N., Canada, USA or EU sales, export control, economic sanctions, import and anti-boycott laws, restrictions and regulations ("**Trade Control Laws**") and Licensee agrees to comply with them. Licensee represents and warrants that Licensee is not located in a country that is subject to embargo, or that has been designated by the United States as a "terrorist supporting" country; and that Licensee is not identified in any Canadian, United States or EU sanction list of prohibited or restricted parties, or owned 50% or more directly or indirectly, in the aggregate by one or more such prohibited or restricted individuals or entities. Licensee further represents and warrants that it will comply with relevant Trade Control Laws in connection with any activities under this Agreement. Licensee shall indemnify and hold Licensor and its directors, officers, employees, and affiliates harmless from any and all claims, actions, causes of action, suits, proceedings, complaints and damages, losses, liabilities, settlements, awards, fines, costs and expenses related to Licensee violation or alleged violation of any Trade Control Law or of this Section. Licensor shall have the right to terminate this Agreement immediately upon Licensor's determination that Licensee has violated or attempted to violate any Trade Control Law or this Section.

13.4 U.S. Government End Users. For any Software or Documentation licensed directly or indirectly on behalf of a unit or agency of the United States Government, this provision applies. The Software and Documentation: (a) was developed at private expense and are in all respects the proprietary information of Apryse; (b) were not developed with government funds; (c) are a trade secret of Apryse for all purposes of the Freedom of Information Act; (d) are commercial items and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR) and DFAR Supplement Section 227.7202, Government's use, duplication or disclosure of the Software or Documentation is subject to the restrictions set forth by Apryse.

13.5 Dispute Resolution. Any unresolved disputes between the parties relating to or arising from this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules") before a single neutral and competent arbitrator selected in accordance with the AAA Rules. Such arbitration shall be held in Denver, Colorado and conducted in the English language. The cost and expense of arbitration shall be shared equally by the parties to the arbitration and each party will bear its own attorney fees, regardless of which party prevails. The arbitration shall be conducted in accordance with the following time schedule unless otherwise mutually agreed to in writing by the parties: (i) no later than thirty (30) days after the

appointment of the arbitrator, the arbitrator shall schedule a hearing on the dispute and (ii) within thirty (30) business days after the date of the hearing referenced in clause (i), the arbitrator shall render a decision. The decision or award of the arbitrator shall be final and binding upon the parties, and to the same extent and to the same degree as if the matter had been adjudicated by a court of competent jurisdiction and shall be enforceable under the Federal Arbitration Act. However, the parties agree that any breach of a party's confidentiality obligations and the license grant and restrictions set forth in this Agreement will result in irreparable injury to the other party for which there is no adequate remedy at law. Therefore, in the event of any breach or threatened breach of such obligations, the nonbreaching party will be entitled to seek equitable relief in addition to its other available legal remedies without submitting such matter to arbitration. Each party hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in Denver, Colorado for any action seeking injunctive relief hereunder.

13.6 Integration and Modification. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter hereof. This Agreement sets forth the general terms and conditions applicable to all Services provided by Apryse to Licensee under the specific terms and conditions set forth in the applicable order, renewal notice, or quotation provided by Apryse, if any. The provision and receipt of Services are expressly conditioned on the acceptance of the terms in this Agreement. No other terms apply. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. This Agreement may not be modified, altered or amended, except by written instrument duly executed by both parties.

13.7 Miscellaneous. No failure or delay by either party in exercising any right hereunder will operate as a waiver thereof. If Licensee wishes to assign or otherwise transfer this Agreement to anyone, Licensee must obtain Apryse's prior written consent, which consent shall not be unreasonably withheld. This Agreement will be binding on the parties, their successors and permitted assigns. This Agreement will be construed under the laws of the State of Colorado, without regard to its conflicts of law principles. Except as required by Section 13.4 above, any action or lawsuit related to this Agreement must be brought exclusively in either the federal or state courts located in the City and County of Denver, Colorado and each party hereby irrevocably submits and waives any objection to the exclusive jurisdiction and forum of such courts. The parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The English language version of this Agreement shall be controlling in the interpretation or application of the terms of this Agreement. If any provision of this Agreement is, for any reason, held invalid or illegal in any respect by an arbitrator or a court of competent jurisdiction, such inability or illegality shall not affect the validity of this Agreement itself and there shall be substituted for the affected provision, a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid provision. If such provision cannot be amended so as to be valid and enforceable, then such provision is severable from this Agreement, and the remaining provisions of this Agreement shall remain valid and enforceable. If any legal action is brought to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to recover its attorneys' fees, court costs, and other collection expenses, from the non-prevailing party in addition to any other relief it may be awarded.