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 - (3) Manager
 - (4) Pricing
 - a. Designer: Included.
 - b. Engine: Pay-Per-Document model.
 - c. Manager: Additional fee.
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8.2 Termination. A party may terminate this Agreement for cause (i) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period (for greater certainty, non-payment of any fees due is a material breach), or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination or expiry of this Agreement or a license granted hereunder: (a) any and all rights granted to Licensee under this Agreement and any applicable Order Form shall immediately cease; (b) Licensee shall destroy all copies of the Software, License Keys, and Customer Keys in Licensee's possession or control; (c) if so requested by Licensor, Licensee shall certify in writing that all copies of the Software, License Keys, and Customers in Licensee's possession or control have been destroyed and the Software is not being used in any ASP Bundled Offering or ISV Bundled Offering within 10 days of any such request (except to the extent some but not all of the licenses granted hereunder have expired or been terminated), provided however, that licenses and Customer Keys granted to Customers of the ISV Bundled Offering (only) in accordance with this Agreement prior to the date of termination will remain in effect in accordance with their terms (but without any Support and Maintenance provided by Licensor); and (d) Licensee will cease using the Licensee Marks. The following provisions will survive termination of this Agreement, Sections 2.7, 3, 4, 5, 8.2, 10, 11, 12, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.9 and 13.12.

9. WARRANTIES. Licensor hereby warrants that: (a) it has the right to grant the license hereunder for use of the Software; and (b) it will use a commercially reasonable virus detection computer software program to test the Software for known worms, viruses or any other routine that can disable, erase or otherwise harm Licensee's hardware, software, data or systems prior to delivery to Licensee.

10. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN SECTION 9, THE SOFTWARE, MAINTENANCE AND SUPPORT, AND ANY OTHER SERVICES ARE PROVIDED TO LICENSEE "AS-IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, INTEGRATION, SATISFACTORY QUALITY, DESIGN, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED OR DISCLAIMED. LICENSOR CANNOT AND DOES NOT WARRANT THAT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE SOFTWARE WILL MEET LICENSEE'S NEEDS, THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTIONS OR THAT IT WILL BE ERROR-FREE.

11. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL EITHER PARTY'S AGGREGATE MAXIMUM LIABILITY TO THE OTHER PARTY (INCLUDING LIABILITY TO A PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE OTHER PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THIS AGREEMENT, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF ANY DUTY) OR OTHERWISE EXCEED THE AMOUNT LICENSEE HAS PAID (OR IS PAYABLE) UNDER THIS AGREEMENT OVER THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM ARISES. DESPITE THE FOREGOING, NO LIMITATION ON THE MAXIMUM AGGREGATE LIABILITY OF EITHER

PARTY SET FORTH ABOVE SHALL APPLY TO CLAIMS OR COSTS ARISING: (A) OUT OF A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 OF THIS AGREEMENT; (B) OUT OF THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (C) UNDER OR IN CONNECTION WITH A PARTY'S BREACH OF SECTION 2 OR SECTION 5 OF THIS AGREEMENT; (D) OUT OF LICENSEE'S OBLIGATION TO PAY FEES UNDER THIS AGREEMENT; OR (E) FROM A PARTY VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER, WHICH INCLUDES USE OF INTELLECTUAL PROPERTY OUTSIDE OF THE APPLICABLE LICENSE SCOPE. EXCEPT IN THE CASE OF A VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR ANY AMOUNT WHICH A PARTY IS LIABLE TO PAY A THIRD PARTY UNDER ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 OF THIS AGREEMENT, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, REVENUE, OR EXPECTED SAVINGS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, LOSS OF DATA OR INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

12. INDEMNIFICATION.

12.1 Licensor Indemnification. Licensor will defend against any third party claim brought against Licensee that the Software infringes a third party Intellectual Property Right and Licensor will pay any costs, damages and reasonable legal fees attributable to such claim that are finally awarded against Licensee or paid in settlement thereof. If such claim arises, or if in Licensor's judgment, is likely to arise, Licensor may, at Licensor's sole option and expense (A) procure the right for Licensee to continue using the Software, (B) replace or modify the Software in a substantially functionally equivalent manner so that it becomes non-infringing, or (C) if neither of the foregoing alternatives can be achieved on terms that are reasonable in Licensor's judgment, then Licensor may require Licensee, upon written request by Licensor, to return the Software to Licensor for a refund for that portion of the fees paid by Licensee which is attributable to the remaining portion of the License Term (if any) and concurrent with such payment to Licensee, despite any other provision of this Agreement, this Agreement will be terminated and Licensor will have no further liability to Licensee hereunder. However, Licensor will have no indemnification obligation for any claim based on: (a) use of a prior or altered release of the Software if such claim would have been avoided by the use of a current unaltered release of the Software that Licensor makes available to Licensee; (b) a version of the Software modified by Licensee or to the extent that such claim arises from the Software's combination, operation, or use with the ASP Bundled Offering or ISV Bundled Offering (other than the Software) or any other product, data, or apparatus not provided by Licensor; or (c) any use of the Software not in accordance with this Agreement.

THIS SECTION STATES LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY FOR ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

12.2 Licensee Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all costs, losses, liabilities or expenses (including reasonable legal fees) arising out of third party claims against Licensor: (a) to the extent based on any alleged infringement of Intellectual Property Rights caused by Licensee's bundling of the Software with the ASP Bundled Offering or ISV Bundled Offering (other than the Software) or any other product, data, or apparatus not provided by Licensor; or (b) in connection with any act or omission of Licensee including, without limitation, claims related to Licensee's development, promotion, distribution and/or use of the ASP Bundled Offering or ISV Bundled Offering (but excluding, for greater certainty, in the case of both subsections (a) and (b) any claims or costs to the extent based upon or relating to (i) matters for which Licensor is obligated hereunder to indemnify Licensee, or (ii) Licensor's wrongful or negligent acts).

12.3 Indemnification Procedure. The party seeking indemnity under this Agreement (the "**Indemnified Party**") will (a) promptly give written notice to the other party subject to the indemnity obligations (the "**Indemnifying Party**") of any claim for which indemnity is sought (provided that failure to promptly give notice will not relieve the Indemnifying Party of its indemnification obligation, except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure); and (b) allow the Indemnifying Party to control the defense or settlement of the claim, and provide all reasonable assistance in connection therewith, at the Indemnifying Party's request and expense. The Indemnified Party may participate in the defense or settlement of any such claim at its own expense. The Indemnifying Party agrees that it will not settle any claim in a manner which would impose any obligation on the Indemnified Party or restrict the Indemnified Party's right, title or interest, including all intellectual Property Rights in the Indemnified Party's products or services, without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

13. GENERAL.

13.1 Entire Agreement. This Agreement and the Order Form constitutes the entire agreement between Licensee and Licensor with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous representations, statements, understandings or agreements, written or oral, between the parties regarding such subject matter. This Agreement and any Order Form may only be modified or supplemented in writing expressly stated for such purpose and signed by the parties to this Agreement. In the event that Licensee issues a purchase order or

other instrument used to pay fees to Licensor, any terms and conditions set forth therein which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Licensor and shall have no effect. In the event of any conflict or inconsistency among the applicable Order Form and this Software License Agreement, the applicable Order Form shall prevail. There are no third-party beneficiaries under this Agreement.

13.2 Notices. All notices or other communications required to be given hereunder will be in writing, and shall be deemed to have been duly given and received (a) if sent via certified mail, return receipt requested, or by recognized courier service, on the date shown on the return receipt or on the courier confirmation of delivery, (b) if sent via electronic mail or similar electronic transmission, on the date of transmittal if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day, provided the sender does not receive a message that the email has not been received or the recipient is "out of the office", or (c) if delivered personally or by any other means, as of the date received, and in each case shall be addressed to such party to the address specified in the Order Form or at such other address as a party shall designate in writing from time to time and shall be marked "Attention: Legal Notices". In the case of notices to Licensor, a copy of any notice shall also be sent to legalnotices@apryse.com.

13.3 Relationship. The parties' relationship under this Agreement is that of independent contractors. No partnership or joint venture is intended to be created by this Agreement and no principal-agent or employer-employee relationship. Neither party will have any authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party under this Agreement.

13.4 Compliance Verification. Licensee agrees that in order to verify Licensee's compliance with this Agreement, at Licensor's sole discretion: (i) upon request from Licensor, no more than once during any 12-month period, Licensee will provide Licensor with a written certification that Licensee is in full compliance with the terms of this Agreement within 20 calendar days of such request; and/or (ii) during the term of this Agreement and for 2 years thereafter, but no more than once during any 12-month period, allow Licensor and/or its representatives to conduct a reasonable review of Licensee's applicable records during regular business hours on not less than ten business days written notice, with the right to review and copy all pertinent records. Licensee agrees to comply with such request(s) and to provide Licensor with such information and assistance as may be reasonably requested by Licensor. If there is any material non-compliance, then Licensee shall also pay Licensor's reasonable costs and expenses of the review or audit, including fees of Licensor's representatives. Licensee agrees to notify Licensor promptly of any circumstances of which it has knowledge relating to any unauthorized use or reproduction of the Software by any person.

13.5 Assignment. Licensee shall not assign or transfer this Agreement nor any of its rights and duties under this Agreement, in whole or in part, whether by merger, operation of law or otherwise without the prior written consent of Licensor. Any change of control of Licensee will be deemed to constitute an assignment for the purposes of this Section. Licensor may assign this Agreement, in whole or in part, to any third party provided that any such third party agrees in writing to perform all of the obligations of Licensor hereunder.

13.6 Governing Law. The application of the *United Nations Convention on Contracts for the International Sale of Goods* will not apply to any part of any transaction contemplated by or under this Agreement and the same is hereby expressly excluded. Unless Licensee is in Europe, the United Kingdom, the Middle East, Asia or Oceania as described below; (i) this Agreement and any dispute between Licensor and Licensee relating thereto shall be exclusively governed by and interpreted and determined in accordance with Delaware law and controlling US federal law and no effect shall be given to any other choice of law or any conflict of laws rules or provisions that could cause other laws than Delaware law and controlling US federal law to be applicable; and (ii) the parties consent to the exclusive jurisdiction of any state or federal court located within Delaware and agree that all actions or proceedings relating to this Agreement shall be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any action proceeding in such court. **Europe / United Kingdom / Middle East Licensee:** If Licensee, as indicated by Licensee address on the Order Form, is in Europe, the United Kingdom or the Middle East, this Agreement will be governed and construed in accordance with the laws of the Republic of Ireland, without giving effect to any conflict of laws principles that would require the application of laws of a different state or country and any action seeking enforcement of this Agreement or any provision hereof will be brought exclusively in the courts located in Dublin, Ireland. **Asia / Oceania Licensee:** If Licensee, as indicated by Licensee address on the Order Form, is in Asia or Oceania; (i) the Agreement will be governed and construed in accordance with Singapore Law and no effect shall be given to any other choice of law or any conflict of laws rules or provisions that could cause other laws than Singapore law to be applicable; and (ii) any dispute or controversy arising in connection with this Agreement, which cannot be settled by mutual or amicable agreement shall be finally settled in accordance with the Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") by one arbitrator appointed in accordance with SIAC Rules, the place of arbitration shall be Singapore, the arbitration shall be conducted in the English language and the decision and award resulting from such arbitration shall be final and binding for the parties.

Notwithstanding any term of this Agreement, Licensor may apply to a court of competent jurisdiction for interim or injunctive relief pending resolution of the dispute. In the event of any lawsuit or proceeding brought as a result of any

actual or alleged breach of this Agreement, to enforce any provisions of this Agreement, or to enforce any Intellectual Property Rights or other right pertaining to the Software, the losing party shall be responsible for all costs and expenses, including without limitation, court costs and reasonable legal fees and expenses of the prevailing party.

13.7 Sanctions and Export Restrictions. 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.

13.8 Electronic Signature; Counterparts. This Agreement and any Order Form may be executed by electronic signature and in counterparts, which, when taken together, will be deemed to constitute one and the same original Agreement.

13.9 Severability. If any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, then such provision shall be severed and deleted, or modified and limited as to give effect to the original intent of the parties and to the extent necessary for this Agreement to be otherwise enforceable, and the remaining provisions of this Agreement will remain in effect.

13.10 Licensee Identification. Licensee agrees that Licensor may acknowledge that Licensee is a licensee of the Software and in doing so Licensor may use Licensee's name and logo on its website, marketing materials or in general discussions with customers or prospective customers (subject in all cases to Licensee's brand guidelines).

13.11 No Waiver. No failure or delay of or by Licensor to exercise any right or remedy under this Agreement and no partial or single exercise thereof shall be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. All of the rights of Licensor under this Agreement shall be cumulative and may be exercised separately or concurrently.

13.12 Force Majeure. Except in respect of any obligations relating to the payment of fees, neither party will be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, pandemic, labour-management dispute, natural calamity, act of terrorism, or act of the government or if such causes are otherwise beyond its reasonable control, provided the party gives prompt notice and makes all reasonable efforts to perform.

EXHIBIT A

MAINTENANCE AND SUPPORT

1. GENERAL

1.1 Defined Terms. The capitalized terms listed below will have the following meanings:

- (a) "**Enhancement**" means any modification or addition that, when made or added to the Software, materially changes its efficiency, performance, functional capability, or application, but that does not constitute solely an Error Correction. Licensor may designate Enhancements as minor or major, depending on its assessment of their value and of the function added to the Software.
- (b) "**Error**" means any significant failure of the Software to conform in any material respect to the Documentation.
- (c) "**Error Correction**" means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with the Documentation, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.
- (d) "**Normal Working Hours**" means Monday through Friday, between the hours of 12:00am to 5:00pm, Mountain Standard Time (10:00am to 3:00am Central European Time), excluding statutory holidays.
- (e) "**Releases**" means new versions of any part of the Software, which may include Error Corrections and/or Enhancements.
- (f) "**SSCCE**" means a Short, Self-Contained, Correct Example that can be used by Licensor to reproduce the error, flaw, failure, malfunction or issue in the Software that Licensee reported to Licensor.
- (g) "**Updates**" are modifications to any part of the Software designated by Licensor as bug fixes, patches or changes to Software.

2. SCOPE OF SERVICES

2.1 Services. Licensor will render the following services in support of the Software to Licensee only, and not to Licensee's Customers, during Normal Working Hours:

- (a) Licensor will provide technical support services via email, via such domain as Licensor notifies Licensee (or such other domain as Licensor may notify Licensee of in future), to respond to issues and provide assistance in use of the Software, using reasonable commercial efforts to respond within four hours of receipt of any such email;
- (b) Licensor will be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Licensor in accordance with its standard reporting procedures, for Errors classified by severity as follows:
 - (i) *Priority 1:* an Error which causes a system crash under normal usage.
Licensor will within two working days of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction.
 - (ii) *Priority 2:* an Error which causes a crash of the Software under normal usage.
Licensor will within five working days of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction.
 - (iii) *Priority 3:* other Errors.
Licensor will in the normal course of its general maintenance cycle of the Software, initiate work in a diligent manner toward development of an Error Correction.

Following completion of an Error Correction, Licensor will provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction. Licensor will include the Error Correction in all subsequent Updates and Enhancements of the Software. Licensor will not be responsible for correcting Errors in any version of the Software other than the most recent version of the Software, provided that Licensor will continue to support prior version releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest Release;

- (c) Licensor may, from time to time, issue Updates and Enhancements. Licensor will provide access to Licensee via email or at its web site for Licensee to download each new Update and Enhancement, without additional charge.

(collectively called the "**Support Services**")

2.2 Excluded Items. If any apparent error or problem with the Software that is reported to Licensor by Licensee is traceable to the acts or omissions of Licensee or its employees, the Software's integration by Licensee with any the ASP Bundled Offering or ISV Bundled Offering, hardware problems, use of unqualified personnel, user error, alteration of the Software by Licensee or any third party, the use of an out-of-date version of the Software, or failure to comply with the terms and conditions of this Agreement ("**Excluded Items**"), (a) Licensor will notify Licensee that the requested support relates to Excluded Items and will advise Licensee of Licensor's then-current hourly rates, and (b) provided that Licensee expressly confirms, by signing a statement of work setting out the requested support, that

it wishes for Licensor to provide the requested support at Licensor's then-current hourly rates, such time and expenses associated with such support effort will be billed by Licensor at its then-current hourly rates.

2.3 Licensee's Obligations. Prior to submitting a support request, Licensee must first attempt to resolve the Error independently. Licensee shall provide Licensor with all the necessary support and information requested by Licensor to acknowledge an Error and/or resolve the Error, including, but not limited to: (i) identify, document and report each Error necessitating technical support, including a detailed description of the Error and the operating environment in which the Error occurred, and, if requested by Licensor, supply Licensor with such documentation; (ii) provide reasonable assistance necessary to demonstrate and allow Licensor to diagnose the Error; (iii) execute reasonable diagnostic routines in accordance with instructions provided by Licensor and inform Licensor of the results of such tests; (iv) implement each Update, Error Correction or other solution to such Error provided by Licensor; and (v) if the Error cannot easily be reproduced, provide Licensor (at its request) a SSCCE that can be compiled and executed on Licensor's own systems.

2.4 ASP Licenses and ISV Licenses - Licensee's Customers Support. Licensee shall (i) provide all first level technical support services to its Customers with respect to the Software as part of the ASP Bundled Offering or ISV Bundled Offering; (ii) use the technical support documentation supplied by Licensor for Licensee to provide the first level technical support services to Customers in accordance with the terms of this Agreement; and (ii) provide to its Customers each Update, Error Correction or other solution to an Error provided by Licensor.