IMPORTANT – READ THIS CAREFULLY BEFORE DOWNLOADING, INSTALLING, USING OR ELECTRONICALLY ACCESSING THIS PROPRIETARY PRODUCT.

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Apryse Software Corp.

Apryse Hub Services Agreement

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This Apryse Hub Services Agreement is a legal agreement between Apryse Software Corp. ("Apryse") and the business entity or person for whom you ("You") are acting ("Company") as the customer with rights to access and use the Software (defined below) solution ("Agreement"). You agree that You are the Company, or you are an employee or agent of Company and are entering into this Agreement for right to access and use the Software by Company for Company's business purposes as described in and in accordance with this Agreement. You hereby agree that you enter into this Agreement on behalf of Company and that you have the authority to bind Company to this Agreement. Apryse recommends that You print a copy of this Agreement and retain such copy for Company's records and future reference.

APRYSE IS WILLING TO PROVIDE THE RIGHT TO ACCESS AND USE THE SOFTWARE AND PROVIDE OTHER RELATED SERVICES TO COMPANY ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS AGREEMENT. BY CONFIGURING, ACCESSING OR OTHERWISE USING THE SOFTWARE, INCLUDING ANY UPDATES, UPGRADES, OR NEWER VERSIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND THIS AGREEMENT, AND THAT COMPANY AGREES TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, APRYSE IS UNWILLING TO PROVIDE THE COMPANY THE RIGHT TO ACCESS AND USE THE SOFTWARE OR THE OTHER SERVICES, AND THEREFORE, DO NOT COMPLETE THE ACCEPTANCE PROCESS, ACCESS OR OTHERWISE USE THE SOFTWARE, AND SELECT THE "I DO NOT ACCEPT THIS AGREEMENT." IF YOU DO NOT ACCEPT THIS AGREEMENT, COMPANY SHOULD IMMEDIATELY AND CEASE ANY ACCESS OR USE OF THE SOFTWARE. COMPANY MAY RECEIVE A FULL REFUND IF THE COMPANY PROMPTLY CEASES ACCESSING AND USE SOFTWARE (INCLUDING MATERIALS) WITHIN FIVE (5) DAYS AFTER THE DATE OF FIRST ACCESS AND USE OF THE SOFTWARE.

IF COMPANY HAS ENTERED INTO A APRYSE SOFTWARE LICENSE AGREEMENT OR OTHER SOFTWARE LICENSE AGREEMENT WITH APRYSE OR ITS AUTHORIZED AGENT OR PARTNER, WHICH GOVERNS COMPANY'S USE OF THE SOFTWARE AND SERVICES, THEN THE TERMS OF THAT AGREEMENT GOVERN AND TAKE PRECEDENCE OVER THIS AGREEMENT. IF COMPANY HAS NOT ENTERED INTO SUCH AN AGREEMENT WITH APRYSE PRIOR TO COMPANY'S DOWNLOADING INSTALLATION OF THIS SOFTWARE, THEN COMPANY'S RIGHT TO INSTALL AND USE THIS SOFTWARE IS SUBJECT TO COMPANY'S AGREEMENT TO THIS AGREEMENT.

1. DEFINITIONS.

1.1 "Company Data" means the digital content, data, and information input into the Service by Users.

1.2 "Company Users" means Company's employees, independent contractors and other individuals who are authorized by Company to access and use the Services on behalf of Company.

1.3 "Customer" means a customer or client of Company that accesses and uses the Services in connection with Company's services as permitted by this Agreement.

1.4 "Customer Users" means Customers' individuals end users who are authorized by Company to access and use the Services on behalf of a Customer in connection with Company's services.

1.5 "Documentation" means the user guides and manuals provided by Apryse to Company for use with the Software.

1.6 "Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

1.7 "On-Premise Software" means any downloadable Apryse computer software described in an Order that may be provided to Company and installed on a Company-controlled server to be used as part of the Services.

1.8 "Order" means a purchase order, Apryse's online order process, or other ordering document agreed to by the parties for the Services.

1.9 "Service Term" means the Services term for each Software product Company has purchased the right to access and use as specified in the applicable Order.

1.10 "Services" means the Apryse Hub SaaS services described in the applicable Order. Services exclude Third Party Applications and Company Data.

1.11 "Software" means the applications or computer software owned or licensed by Apryse chosen by Company and listed in an Order which Apryse uses to provide the Services purchased by Company pursuant to this Agreement, including any Documentation and Updates.

1.12 "Support Services" means the support services described in Apryse's support agreement available at www.windwardstudios.com ("Support Agreement")

1.13 "Third Party Agreement" means a separate agreement between Company and a third party for access and use of Third Party Applications.

1.14 "Third Party Applications" means any cloud-based, mobile, or offline software application, software application functionality, data services, and content of third parties that interoperates with the Services, that is provided by Company or a third party to which Company may access and connect using the Services. Third Party Applications, other than those obtained or provided by Company, will be identifiable as such.

1.15 "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.

1.16 "Users" means Company Users and Customer Users, collectively.

2.   SERVICES. Subject to the terms and conditions of this Agreement, Apryse shall provide and make available the Services to Company for access and use by Company pursuant to the applicable Order and this Agreement as either a (a) a multi-tenant cloud-based solution hosted by Apryse or (b) a private cloud-based solution hosted by Apryse on a virtual machine ("VM") for Company.

3.   RIGHTS.

3.1   **Company Access and User Rights.** Subject to the terms and conditions of this Agreement, Apryse grants Company, during the Services Term (subject to Section 10), non-exclusive, non-transferable, non-sublicensable right to access and use the Services purchased by Company from Apryse or its authorized agent or partner, for the purpose as set forth in this Agreement and the applicable Documentation. to the extent permitted by Company's payment of applicable fees, other applicable limitations set forth in an Order, the technical restrictions of the Software, and/or any additional terms specified by Apryse via Documentation, notification and/or Apryse's applicable FAQ located on the Apryse website (www.windwardstudios.com). Each individual Software application may be accessed and used solely as set forth in the Order, if applicable, and used for Company's business operations in accordance with the applicable provisions of this Agreement. The right to access and use the Software is limited to the number of Users specified in each applicable Order. Company may use the Services itself for its own internal business purposes or as value-added hosted solution as part of Company's services to Customers.

3.2   **Company Users.** Under the rights granted to Company in this Agreement, Company may permit employees and contractors of Company to become Company Users in order to access and use the Services on behalf of Company in accordance with this Agreement; provided that Company shall be fully responsible for Company Users' compliance with the applicable provisions of this Agreement. Company shall be liable for the acts and omissions of all Company Users to the extent any of such acts or omissions, if performed by Company, would constitute a breach of or otherwise give rise to liability to Company under this Agreement. Company shall not and shall not permit any Company User to use the Services except as expressly permitted under this Agreement.

3.3   **Customer Users.** Under the rights granted to Company in this Agreement, Company may permit Customer Users to access and use the Services as part of Customers' use of the Company's services in accordance with this Agreement; provided that Company shall be fully responsible for Customer Users' compliance with the applicable User requirements of this Agreement. Company shall not and shall not permit any Customer Users to use the Services except as expressly permitted under this Agreement.

3.4   **On-Premise Software.** Company may request, and Apryse may provide to company, On-Premise Software to be used by Company in connection with the Software and the Services. All On-Premise Software shall be subject to the applicable software license terms made available to Company at the time Company downloads the On-Premise Software ("EULA"). The EULA is a separate independent agreement from the terms of this Agreement and the EULA shall take precedence over any similar terms for any On-Premise Software set forth in this Agreement.

4.   THIRD PARTY APPLICATIONS AND SERVICES.

4.1   **Third Party Products and Services.** Apryse or third parties may make available third-party products or services, including, for example, Third Party Applications and implementation and other consulting services. Any acquisition by Company of such products or services, and any exchange of data between Company and any third party provider, product or service is solely between Company and the applicable third party provider. Apryse does not warrant or support Third Party Applications or other third party products or services, whether or not they are designated by Apryse as "certified" or otherwise, unless expressly provided otherwise in an Order. Apryse is not responsible for any disclosure, modification or deletion of Company Data resulting from access by such Third Party Application or its provider.

4.2   **Third Party Applications.** To access and use a Third Party Application, the applicable third party requires that Company agree to a Third Party Agreement with such third party and such third party may require additional consents to allow Company and Customers to connect the Third Party Application to the Services. Company shall (a) be responsible for the interoperation and use of any Third Party Applications with which Company or a Customer uses the Services and (b) comply with the applicable Third Party Agreement for any Third Party Applications with which Company uses the Services. Apryse is not a party to any Third Party Agreement and Apryse does not control or own any Third Party Applications. The access to and use of such Third Party Applications, including the

availability and uptimes related to such Third Party Applications, is solely determined by the relevant third parties that control such Third Party Applications. Apryse shall not be liable for any downtime, discontinuation, or any other issues with or caused by the Third Party Applications.

4.3   Integration with Third Party Applications. The Services may contain features designed to interoperate with Third Party Applications. Apryse cannot guarantee the continued availability of such Service features and may cease providing them without entitling Company to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Application ceases to make the Third Party Application available for interoperation with the corresponding Service features in a manner acceptable to Apryse.

5.   FREEMIUM TIER RIGHTS. When agreeing to use the Services under an Order, Company may choose between a Freemium Tier, a Standard Tier, and a Premium account. With the Freemium Tier account, Company may use the Services for up to 10 Users without charge and is subject to the technical constraints specified in the Order. Apryse may change the functionality of the Freemium Tier Services at any time for any reason, with or without notice. The establishment of several Freemium Tier accounts for Company is not permitted and will be a breach of this Agreement. Unless Company has chosen the Standard Tier account or Premium Tier account, Company's account will be treated as a Freemium Tier account. Either party may terminate this Agreement for a Freemium Tier account at any time for any reason, with or without notice. Apryse reserves the right to update and amend this Agreement for Freemium Tier accounts at any time, and by continuing to use the Software, Company accepts and agrees to be bound by any such updated or amended version of this Agreement for the Freemium Tier. During the Term for any Freemium Tier account, access to the Software is made available "AS-IS", WITHOUT ANY WARRANTIES OF ANY KIND and Company's use of the Software is entirely at its own risk. Except as altered in this Section, all terms of this Agreement shall apply and govern Company's use of the Software during the Term explicitly excluding Sections 9 and 13.

6.   EVALUATION RIGHTS. If Company has obtained the rights to access and use the Software for trial or evaluation purposes, the following terms shall apply to such Service Type and take precedence over any preceding inconsistent or conflicting terms unless and until Company purchases Services for a Service Term: Subject to the terms and conditions of this Agreement, Apryse hereby grants Company a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to access and use the Software for a period of fourteen (14) days, or as extended, following acceptance of this Agreement ("Evaluation Period"), in accordance with the Documentation provided therewith, solely for Company's internal business purpose of evaluating and testing the Software to determine whether to purchase Services for a Service Term ("Evaluation Service"). Company may elect to obtain a Service to access and use the Software by notifying Apryse in writing prior to the expiration of the Evaluation Period, agreeing to an Order, and paying the applicable fees in accordance with this Agreement. Upon payment of such fees, Company shall receive a key for Company's future access and use of such Software under the Services for the Service Term. **If Company does not procure a Service key prior to expiration of the Evaluation Period, Company's evaluation rights shall expire and terminate, and Company's right to access and use the Software will cease.** Company hereby acknowledges and agrees that, during the Evaluation Period, Apryse may collect usage statistics and data from the Software and verify Company access to and use of the Software in accordance with this Evaluation Service and matching key. During the Evaluation Period, access to the Software is made available for trial and internal evaluation purposes "AS-IS", WITHOUT ANY WARRANTIES OF ANY KIND and Company's use of the Software is entirely at its own risk. Except as altered in this Section, all terms of this Agreement shall apply and govern Company's use of the Software during the Evaluation Period explicitly excluding Sections 9 and 13.

7.   SUPPORT SERVICES. Apryse shall provide Support Services in accordance with the Support Agreement.

8.   TRAINING. If Company desires training services, Apryse agrees to make available to Company's staff, at Company's expense, ongoing training in the use of the Software, at Apryse's then current rates, for Company to perform its obligations under this Agreement. For any on-site training services requested by Company and accepted by Apryse in writing, Company shall pay Apryse for all agreed to fees and for actual, reasonable travel and out-of-pocket expenses.

9.   FEES, PAYMENT, AND TAXES.

9.1   Fees. In consideration of the Software and Services and any accompanying Licenses provided to Company by Apryse hereunder, Company shall pay Apryse the Services fees ("Fees"), expenses, and taxes set forth on the applicable invoice provided by Apryse based on the applicable Order.

9.2   Overage. If Company exceeds (a) the quantity of Users purchased by Company on an applicable Order, or (b) any another specified usage limitations as set forth in the applicable Order (each, an "Overage"), within 30 days after the end of the applicable period, Apryse shall provide Company with an invoice for the applicable Overage Fees for such Overage, and such invoice shall include a report detailing the quantities of Users and other Overages on monthly basis during the preceding period. Company shall pay to Apryse all undisputed amounts set forth in such invoice in accordance with this Section. If Company has a good faith dispute of any Overage Fees contained in such invoice, Company shall notify Apryse and the parties will discuss any disputed amounts in good faith in an effort to seek resolution within 60 days after Apryse' receipt of such notice.

9.3   Payment. Company shall pay all invoices as follows: Company shall pay all fees and expenses at the time of purchase. Monthly, quarterly, and annual billing cycles are available. Depending on what option Company 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 Company'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 Service Type (e.g. overages), and Company hereby authorizes Apryse to charge its credit card or other payment account on or before each Renewal Term on a recurring basis. Company 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 Company 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 Company shall pay the fees and expenses in U.S. dollars. If Company fails to pay Apryse the amounts when due, Apryse may suspend access to the Services until such time as Company brings its account completely current, and (b) exercise any other rights under the Agreement.

9.4   Reporting. Company understands and acknowledges that the Software contains verification capabilities which logs each report run to inform the Apryse that a report is being run. The information collected by 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 (collectively "Usage Information"). Company hereby grants Apryse permission to operate these reporting capabilities to obtain reports that contain such Usage Information ("Reports") in order to verify Company's compliance with the terms of this Agreement. If Company fails to pay Apryse Overage Fees due Apryse may (a) suspend access and use of the Software until such time as Company 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.

10.   TERM AND TERMINATION.

10.1   Term. The initial term of this Agreement shall commence after Company 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."

10.2   Termination. This Agreement (including all Orders) may be terminated immediately upon written notice (a) by Apryse if any amounts owed by Company 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 Company has violated Sections 11 or 12.

10.3   Effect of Termination. Upon termination of this Agreement, (a) Company shall promptly cease accessing and using the Software and destroy any copies of the Software or Documentation, (b) any applicable fees owed by Company through the date of termination shall become due and payable and (c) each party shall promptly return to the other party or destroy all Confidential Information of the other party in its possession or control. Notwithstanding the termination of this Agreement for any reason, the rights and duties of the parties under Sections 1, 9, 10.3, 11, 12, 14, 15, and 16 and all payment obligations and restrictions in this Agreement shall survive such termination and remain in full force and effect.

11.   PROPRIETARY RIGHTS.

11.1   By Company. As between the parties, Company owns all right, title, and interest in Company Data, including all intellectual property rights therein. Any rights not expressly granted to Apryse hereunder are reserved by Company, its licensors and suppliers. Company hereby grants to Apryse, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 16.7), non-sublicensable license to host, copy, use, transmit, and display the Company Data and Third Party Applications and program code created by or for Company using the Services or for use by Company with the Services, and Company Data, each as appropriate solely for the limited purpose of allowing Apryse to provide the Services and ensure proper operation of the Services and associated systems in accordance with this Agreement.

11.2   By Apryse. All proprietary technology utilized by Apryse to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, as between Company and Apryse, are the exclusive property of Apryse. Apryse or its third party licensors retain ownership of all right, title and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Services, including without limitation the Software, Apryse' database (and all data therein except for Company Data), Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by Apryse in performing under this Agreement. Any rights not expressly granted to Company hereunder are reserved by Apryse. Apryse may utilize all ideas, suggestions, feedback, improvements data, reports or the like that Company provides to Apryse or otherwise makes with respect to the Software or the Services without any obligation to Company.

11.3   Restrictions. The Software is made available via remote access and is not licensed and not sold. All rights not expressly granted to Company in this Agreement are reserved by Apryse. Except as expressly permitted in this Agreement, Company shall not, and shall not permit any third party to use the Software or Services for third party transactions, commercial time-sharing, rental or service bureau use. Company shall not, and shall not permit any third party to: (a) modify, prepare derivative works, transfer, sublicense, or relicense the Software, (b) cause or permit the reverse engineering (except to the extent expressly allowed by local law), disassembly or decompilation of the Software; (c) use the developer system version in a production or end user system, (d) use the Services or a Third Party Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in

violation of third-party privacy rights, or (e) use the Services or a Third Party Application to store or transmit Malicious Code. Company may not make any copies of the Software for any reason.

11.4   Company Responsibilities. If Company receives notice that a Third Party Application must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, Company will promptly do so. If Company does not take required action in accordance with the above, or if in Apryse's judgment continued violation is likely to reoccur, Apryse may disable the applicable Services and/or Third Party Application. If requested by Apryse, Company shall confirm such deletion and discontinuance of use in writing and Apryse shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable.

11.5   Software Changes. Apryse reserves the right, from time to time, to update, add, change or discontinue the Services or Software functionality from time to time. If a Service or functionality is discontinued, Apryse shall not be obligated to provide the discontinued Services or functionality beyond the 12-month period beginning after the end of the 120-day notice period.

11.6   Data Protection. Apryse shall implement and maintain during the Term of this Agreement reasonable and appropriate administrative, technical, and physical security measures to protect Company Data that are appropriate to the nature of the information.

12.   CONFIDENTIAL INFORMATION. "Confidential Information" means any business or technical nonpublic information of that one party ("Discloser") discloses or makes available to the other party ("Recipient") under this Agreement. Recipient shall have no obligations of confidentiality for information which it can demonstrate (i) is in or enters the public domain without breach of this Agreement through no fault of Recipient; (ii) that Recipient was in possession of such information prior to first receiving it from Discloser without obligation of restrictions; (iii) the information was independently developed by Recipient without use of or reference to the Discloser's Confidential Information; or (iv) Recipient received such information from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Recipient shall maintain the Confidential Information in strict confidence during the Term and, until such time as the Confidential Information enters falls under an exception in (i) through (iv) above. Recipient shall exercise no less than reasonable care with respect to the handling and protection of such Confidential Information. Recipient shall use the Confidential Information only during the Term and as expressly permitted herein and shall disclose such Confidential Information only to Recipient's employees as is reasonably required in connection with the exercise of Recipient's rights and obligations under this Agreement (so long as those employees are subject to binding use and disclosure restrictions at least as protective as those set forth herein). Notwithstanding the foregoing, Apryse may disclose the terms of this Agreement and any applicable Order to a subcontractor or Third Party Application provider to the extent necessary to perform Apryse's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein. Apryse's Confidential Information includes, without limitation, (a) the Software, the Documentation, and keys provided to Company.

13.   WARRANTIES AND DISCLAIMERS.

13.1   By Apryse. Apryse warrants that, during the Term, the Software will, when used in accordance with the Documentation, perform substantially in accordance with the specifications for the Software as described in the applicable Documentation. As Company's exclusive remedy and Apryse's sole obligation for breach of this warranty, Apryse shall use commercially reasonable efforts to correct any reproducible error in the Software constituting a breach of the warranty at no additional charge; provided that Company has notified Apryse of such error within 30 days after occurrence. Apryse does not warrant that Company's use of the Software will be error-free, virus-free or uninterrupted. Apryse makes no other warranty, express or implied, with respect to any Services or Software provided by Apryse under this Agreement. APRYSE HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

14.   INDEMNIFICATION.

14.1   By Apryse. Apryse agrees to defend Company from and against any third party claims alleging that the Software or Documentation as furnished to Company and used within the scope of this Agreement infringes any U.S. patent issued as of the Effective Date, or any copyright, trademark or is a misappropriation of any trade secret of such third party and Apryse will pay all final judgments awarded or settlements entered into on such claims. The foregoing indemnity obligation shall not extend to any claims of infringement arising out of or related to (i) a modification of the Software or Documentation by anyone other than Apryse or its duly authorized agent; or (ii) the incorporation into the Software or Documentation of any information provided by or requested by Company; (iii) a combination of the Software with any third party software or equipment not specified in the Documentation and where such combination is the cause of such infringement. In the event the Software or Documentation are held or are believed by Apryse to infringe, Apryse may, at its sole option and expense, elect to (a) modify the Software or Documentation so that they are non-infringing; (b) replace the Software with non-infringing Software which are functionally equivalent; (c) obtain the rights for Company to continue to use the Software as provided hereunder; or if none of (a), (b), or (c) is commercially reasonable, then (d) terminate this Agreement and refund a prorated amount of the Fees paid by Company for Services that were to be provided after the effective date of such termination. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the claim; (2) a claim arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Apryse, if the Services or use thereof would not infringe without such combination; (3) a claim arises from Services under an Order for which there is no charge; or (4) a claim arises from a Third Party Application or Company breach of this

Agreement, the Documentation or applicable Order. This Section states Apryse's entire liability and Company's sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.

14.2   By Company. Except for claims covered by Section 14.1, Company agrees to defend Apryse from and against any third party claims alleging that any Company Data or Company's use of the Software or Documentation infringes, misappropriates, or violates any intellectual property rights, personal data rights, or privacy rights of such third party and Company will pay all final judgments awarded or settlements entered into on such claims. The foregoing indemnity obligation shall not extend to any claims arising out of or related to a modification of the by Apryse or its duly authorized agents.

14.3   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.

15.   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 TRANSACTIONS PERFORMED USING THE SOFTWARE OR SERVICES WHETHER SUFFERED BY COMPANY 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 COMPANY HEREUNDER FOR THE SERVICE THAT IS THE SUBJECT OF THE ACTION DURING THE 12-MONTH PERIOD PRECEIDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. COMPANY 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 11 OR 12 AND ANY OBLIGATIONS UNDER SECTION 14.

16.   GENERAL TERMS.

16.1   Publicity. Apryse may, and Company 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.

16.2   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".

16.3   Export Control. The Software may be subject to United States export control regulations. Company shall obtain at Company's expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities and agencies having jurisdiction over the export and re-export of software and technical data in accordance with all applicable regulations of the Office of Export Administration of the U.S. Department of Commerce and the U.S. Treasury Department Office of Foreign Asset Control.

16.4   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.

16.5   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.

16.6   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 Company 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.

16.7   Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any event which is beyond the reasonable control of such party ("**Force Majeure Event**") provided that the delayed party: (a) gives the other party prompt notice of such Force Majeure Event, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

16.8   Miscellaneous. No failure or delay by either party in exercising any right hereunder will operate as a waiver thereof. Apryse If Company wishes to assign or otherwise transfer this Agreement to anyone, Company must obtain Apryse's prior written consent, which consent shall not be unreasonably withheld. Apryse may assign this Agreement without consent, including by operation of law or otherwise to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. 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 16.5 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.

Effective February 8, 2023