

PKWARE, INC. MASTER LICENSE
(Standard Version- Self Executing Windows/DOS Desktop)

This License Agreement ("Agreement") is made by and between Licensor and Licensee, as defined below.

BY ACCESSING, USING, OR INSTALLING ALL OR ANY PART OF THE SOFTWARE, AS DEFINED BELOW, LICENSEE EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, INCLUSIVE OF ALL SCHEDULES AND EXHIBITS HERETO. IF LICENSEE DOES NOT AGREE TO ANY PART OF THIS AGREEMENT AND DOES NOT WISH TO BE BOUND BY THIS AGREEMENT, LICENSEE MAY NOT ACCESS, USE OR INSTALL ALL OR ANY PART OF THE SOFTWARE.

This Agreement consists of Part 1 – Software License and General Terms, and Part 2 – Maintenance and Support Terms. This Agreement is the complete agreement regarding the subject matter hereof, and replaces any prior oral or written communications or agreements between Licensee and Licensor.

PART 1. SOFTWARE LICENSE AND GENERAL TERMS

1. DEFINITIONS

"Authorized Number" shall mean the number of computers, as set forth on the Order, on which Licensee may install a copy of the Software concurrently.

"Documentation" shall mean all written and electronic information generally made available by Licensor to its customers relating to the operation and functionality of the Software, including user manuals, installation guides, and any "read me" or "help" files.

"Effective Date" shall mean the date upon which this Agreement becomes effective as identified in the portion of the Order applicable to the Software.

"Licensee" shall mean the entity licensing the Software as identified in the Order. The term Licensee shall include any subsidiary, affiliate or other entity which (i) Licensee consolidates into its audited financial statements; and (ii) is at least fifty percent (50%) owned by Licensee (an "Affiliate"), provided that: (a) Licensee shall not include any Affiliate which competes with Licensor, and (b) Licensee shall remain responsible for compliance with this Agreement by each such Affiliate.

"Licensor" shall mean PKWARE, INC.

"Order" means: (a) a valid purchase order and/or Licensor quote accepted by Licensor; (b) an attachment to this Agreement issued by Licensor listing the Authorized Number; or (c) a receipt for purchases from Licensor authorized online stores. The terms of this Agreement and the Order shall govern except to the extent expressly set forth to the contrary in any subsequent written agreement executed by both Licensor and Licensee. Any language or terms contained on a Purchase Order or other document from Licensee contrary or in addition to the terms of the Order or this Agreement shall be void and of no effect.

"Software" shall mean the object code version of the software program(s) identified on the Order, and associated Documentation.

2. LICENSE

2.1 **License Grant for Windows or DOS Desktop.** The license granted in the Agreement shall extend solely to the installation and use of the object code version of the Software on the Authorized Number of computers owned by or operated on behalf of Licensee. Under no circumstances may Licensee use or make available the Software on more than the Authorized Number of computers, except that Licensee may use remote access technologies, such as Citrix® Access Platform or Microsoft® Terminal Services to access and use licensed copies of the Software in which case the Licensee must obtain at least the same Authorized Number of licenses of the Software as Licensee holds seats for the remote access technologies.

2.2 **Restrictions on Use.** Licensee shall use the Software only for its own internal business purposes. Licensee shall not: (i) use the Software in any manner as part of the operation of a service bureau or data center outsourcer; or (ii) allow access to the Software by any third party, except for consultants provided that such access is for internal business use of the Licensee and the consultant is made aware that it is also subject to section 6 of this Agreement. Licensee shall not, directly or indirectly, use all or any part of the Software to create products competitive with those of Licensor.

If the Software is installed in a virtual operating environment, Licensor requires a license for each virtual operating environment.

2.3 **Restrictions on Copying/Modification.** Licensee may not (1) reverse-engineer, decompile, or otherwise translate the Software, (2) create derivative works based upon the Software, in whole or in part, or (3) except as expressly permitted by the terms of this Agreement, copy or distribute all or any part of the Software.

2.4 **Permitted Copying.** Licensee, solely to safeguard the Software should the authorized production version be damaged or destroyed, may make copies of the Software for archival or backup purposes. Licensee, solely to facilitate the uninterrupted use of the Software hereunder, may make a single copy of the installation media for Software for archival or backup purposes, provided that such copy, if contained on physical media, shall include, on the physical media, Licensor's copyright and other proprietary notices as contained on the Software as provided to Licensee.

2.5 **Restrictions on Distribution of Self-Extracting Files.** Licensee may use the Software to create Self-Extracting Files for Licensee's internal use. Licensee may not sell, transfer, assign, license, or otherwise distribute to any third party any Self-Extracting File created through use of the Software where Licensee derives any compensation, in whatever form, or any commercial gain whatsoever.

2.6 **Acknowledgment and Reservation of Rights.** Licensee acknowledges and agrees that Licensor owns all intellectual property and other proprietary rights in and to the Software and that all rights not expressly granted herein are reserved to Licensor.

2.7 **Compliance.** Upon written request by Licensor, Licensee shall submit to Licensor a statement of compliance confirming Licensee's compliance with its obligations under this Agreement.

2.8 **Audit Right.** Licensee shall maintain true, complete, and correct copies of books and records reflecting the location and use of each copy of the Software in Licensee's possession or control. On at least thirty (30) days prior written notice to Licensee, but no more frequently than once in any twelve (12) month period, for any reason, Licensor at its expense and through its agents shall be entitled to audit such records and systems of Licensee as Licensor may reasonably request in order to determine Licensee's use of the Software pursuant to this Agreement.

3. FEES

3.1 Licensee shall pay license (and, to the extent applicable, maintenance) fees to Licensor in the amount and according to the terms set forth in the Order. Thereafter, maintenance fees shall be due annually on the anniversary of the start of the Maintenance Term.

3.2 All license and maintenance fees payable under this Agreement shall be due and payable on a net 30 days basis from date of invoice. The non-payment when due of any license fee set forth in the Order shall constitute a material breach of this Agreement. Any non-payment when due of any maintenance fee set forth in the Order shall constitute a material breach of the Maintenance and Support portion of this Agreement. Any sums not paid when due shall accrue interest at a rate of 1.5% per month or the

maximum rate allowed by law, whichever is less, from the date first due. Licensee also shall be responsible for any and all costs of collection, including actual attorneys' fees, for any sums not paid when due.

3.3 Payment of any fees hereunder shall be made in a form acceptable to Licensor in U.S. dollars or in such other currency as may be acceptable to Licensor. All costs of payment (such as wire transfer fees) shall be the obligation of Licensee.

3.4 Licensee is solely responsible for any and all taxes, duties, fees or other charges imposed on or associated with the transaction(s) contemplated in this Agreement.

4. TERM AND TERMINATION

4.1 **Term.** The term of this Agreement shall commence as of the Effective Date and continue in perpetuity unless otherwise provided in the Order or until terminated earlier as provided hereunder. If an Order provides for a particular term, the Agreement shall automatically renew after the end of the term provided in the Order for successive one (1) year renewal terms, provided that, prior to the commencement of a renewal term, Licensee pays Licensor such fees as Licensor and Licensee may agree. If the parties cannot reach agreement on such fees, the term shall not renew.

4.2 **Termination by Licensee.** Licensee may terminate this Agreement at any time, with or without cause, upon written notice to Licensor, provided Licensee is in compliance with all of its obligations hereunder. Except as expressly provided herein, Licensee shall not be entitled to any refund of any fees paid hereunder upon termination of this Agreement.

4.3 **Termination by Licensor.** Licensor may terminate this Agreement upon written notice of termination for breach to Licensee if Licensee materially breaches any term of this Agreement and fails to cure such material breach to Licensor's reasonable satisfaction within thirty (30) days of receipt of notice of intent to terminate for breach from Licensor. Notwithstanding the generality of the foregoing, if, in Licensor's reasonable judgment, Licensee's breach materially infringes or impairs Licensor's intellectual property or other proprietary rights in the Software, Licensor may terminate this Agreement immediately.

4.4 **Actions on Termination.** Upon termination or cancellation of this Agreement for any material breach, the license granted hereunder shall terminate, Licensee shall immediately discontinue any and all use of the Software, Licensee shall immediately destroy the Software, and any and all physical or electronic copies thereof, and Licensee shall deliver to Licensor, within twenty (20) days of such termination, expiration, or cancellation, written certification, executed by an officer of Licensee, that Licensee has complied with this section. Except as expressly set forth in section 5, under no circumstances shall Licensee be entitled to any refund or return of fees or charges upon termination, expiration, or cancellation of this Agreement for any reason. All provisions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement shall survive and remain in full force and effect, including but not limited to the restrictions and obligations set forth in sections 2.2, 2.3, 2.8, 3, 4.4, 5.3, 5.5, 6 and 7 of Part 1 of this Agreement.

5. LIMITED WARRANTY, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5.1 **Limited Money Back Software Warranty.** Licensee shall have thirty (30) days from the Effective Date of the initial term of this Agreement (the "Warranty Period") to test the Software to its satisfaction. If Licensee is not fully satisfied with the Software, Licensee may, within the Warranty Period, return the Software to Licensor for a full refund of any license and maintenance fees actually received by Licensor from Licensee pursuant to this Agreement. Upon such return, this Agreement shall immediately terminate in accordance with the terms of section 4.4 of this Agreement.

5.2 **Maintenance and Support Limited Warranty.** Licensor warrants that the maintenance and support services provided hereunder shall be performed in a professional and workmanlike manner in accordance with the generally accepted industry standards.

5.3 **DISCLAIMER OF WARRANTIES. LICENSEE IS SOLELY RESPONSIBLE FOR INSTALLATION AND CONFIGURATION OF THE SOFTWARE. THE WARRANTIES SET FORTH ABOVE ARE LICENSOR'S EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES OR REPRESENTATIONS ARE PROVIDED WITH RESPECT TO THE SOFTWARE, THE MAINTENANCE AND SUPPORT, OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM PROGRAM ERRORS.**

5.4 **Legal Rights.** The foregoing limited warranties give Licensee specific legal rights and Licensee may have other rights which vary from state to state and jurisdiction to jurisdiction. Some states and jurisdictions may not allow limits on how long an implied warranty lasts. In those cases, the above limits may not apply to Licensee.

5.5 **LIMITATION OF LIABILITY. LICENSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, OR FOR ANY ECONOMIC OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR SAVINGS), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE.**

Licensor will not be liable for (1) loss of, or damage to, the records or data of Licensee or any other party, or (2) any damages claimed by Licensee based on any third party claim.

UNDER NO CIRCUMSTANCES SHALL LICENSOR'S TOTAL LIABILITY TO LICENSEE OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE OR OTHERWISE RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF FOR DIRECT DAMAGES EXCEED THE GREATER OF U.S. \$100,000 OR THE TOTAL FEES PAID BY LICENSEE UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY CLAIM.

The limitations, exclusions and disclaimers set forth in this Section 5 shall apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose. Except to the degree such service is covered by maintenance, no obligation or liability shall arise from Licensor's rendering of technical or other advice or service in connection with this Agreement, including, without limitation, advice or service related to the installation or configuration of the Software.

6. CONFIDENTIALITY

6.1 **Proprietary Information.** The Software and related documentation is confidential and trade secret information (the "Proprietary Information") that is proprietary to and solely owned by Licensor, together with all related copyrights and trademarks. Licensee agrees to maintain the Proprietary Information in strictest confidence for the benefit of Licensor. Licensee shall not make available or allow to be made available the Proprietary Information to any third party nor shall the Licensee use such Proprietary Information except as authorized by this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 **Severability.** The provisions of this Agreement and the attached schedules are severable. If any provision of this Agreement or any schedule attached hereto is held to be invalid, illegal, or unenforceable, such provision is to that extent deemed omitted and not part of this Agreement. The validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be valid and enforceable to the maximum extent permitted by law.

7.2 **Assignment.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Licensee shall not assign, sublicense, subcontract, or otherwise transfer this Agreement, the license granted hereunder, or any of its other rights or obligations under this Agreement or delegate any of its duties under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

7.3 **Governing Law and Forum Choice.** This Agreement shall be construed as having been made in, and shall be governed in accordance with, the laws of the State of Wisconsin if Licensee acquires the Software in the United States, without regard to that state's choice of law rules or conflict of law provisions.

If Licensee acquires the Software outside of the United States, the laws of the country in which Licensee acquires the Software govern this Agreement, except (a) in Australia, the laws of the State or Territory in which the transaction is performed govern this Agreement; (b) in Albania, Armenia, Belarus, Bosnia/Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, Ukraine, and Federal Republic of Yugoslavia, the laws of Austria govern this Agreement; (c) in the United Kingdom, all disputes relating to this Agreement will be governed by English Law and will be submitted to the exclusive jurisdiction of the English courts; (d) in Canada, the laws in the Province of Ontario govern this Agreement; and (e) in Puerto Rico, and the People's Republic of China, the laws of the State of New York govern this Agreement.

7.4 **Export Restrictions.** Licensee agrees to comply with all applicable export laws and regulations.

7.5 **US Government Restricted Rights.** The Software is provided with RESTRICTED AND LIMITED RIGHTS. Use, duplication, or disclosure by the US Government or any of its agencies is subject to restrictions as set forth in FAR 52.227-14, Alternate III(g)(3), FAR 52.227-19(c), or DFARS 252.227-7013(c)(1)(ii), as applicable.

7.6 **Entire Agreement.** This Agreement, inclusive of the Schedules and Addenda, if any, attached hereto, constitutes the exclusive and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to the subject matter hereof between Licensor and Licensee.

7.7 **Modification and Waiver.** No modification of this Agreement or any Schedule or Addendum and no waiver of any breach of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the parties shall be construed as a waiver of any subsequent breach of this Agreement. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

7.8 **Force Majeure.** Neither party shall be responsible for failure to fulfill any obligations due to causes beyond its control including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that such causes shall not extend the due date for, or excuse the timely payment of, any amounts payable by a party hereunder.

7.9 **Notice.** Any notice, request, instruction or other document or communications to be given hereunder by either party to the other shall be in writing, and delivered via email, personally, overnight courier, express mail, or certified mail – return receipt requested, postage prepaid (such notice to be effective on the date receipt is signed by the receiving party). Any such notice to Licensor shall be sent to its address as follows:

PKWARE, INC.
648 N. Plankinton Ave.
Suite 220
Milwaukee, WI 53203
pksales@pkware.com

or to such other address as Licensor shall designate by notice in writing to Licensee. Any such notice to Licensee shall be sent to its address as set forth in the Order, or to such other address as Licensee shall designate by notice in writing to Licensor.

7.10 **Arbitration.** In the event of any dispute arising out of or relating to the Agreement, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Milwaukee, Wisconsin, before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. Notwithstanding the foregoing, this provision and the binding arbitration contemplated hereunder shall not apply to any cause of action or claim by Licensor related to any infringement or material impairment of Licensor's intellectual property rights or other proprietary rights in the Software.

PART 2. MAINTENANCE AND SUPPORT

Maintenance and Support will be available to Licensee if Licensee is current on all maintenance payments with Licensor and Licensee is running a currently supported version(s) of the Software. Licensor reserves the right to increase the annual maintenance fee applicable to the Software by an amount not to exceed five percent (5%) per year.

8. DEFINITIONS. For purposes of this Part 2:

"Business Hours" shall mean the hours from 8:00 a.m. through 6:00 p.m. based upon the Licensee's Local Time Zone, Monday through Friday, except for Licensor's holidays, a listing of which is available from Licensor upon request.

"Error Condition" shall mean any demonstrable, reproducible defect, program error, or other non-conformance of the Software with its Documentation caused solely by errors or defects in the code of the Software.

"Licensee's Local Time Zone" shall mean either the United States Central Time Zone or the Central European Time Zone, whichever is closest in proximity to the Licensee.

"Maintenance Term" shall mean, initially, the Maintenance Term identified in the Order. Upon expiration of the initial Maintenance Term, the Maintenance Term shall automatically renew for additional one (1) year periods unless terminated earlier by either party, at its option, by written notice at least sixty (60) days prior to the end of the then-current Maintenance Term. The Maintenance Term shall immediately terminate upon the termination, expiration, or cancellation of this Agreement for any reason.

"New Version" shall mean a complete replacement of the executable code of the Software in machine-readable form, to provide significant new features or functions. A New Version may incorporate one or more enhancements. A New Version involves only such enhancements that change the version number immediately to the left of the decimal point. Changes to the version number are made solely at the discretion of the Licensor.

"New Release" shall mean a partial or complete replacement of the executable code of the Software in machine-readable form, which may provide new features or functions. A New Release may incorporate some or no enhancements. A New Release involves only such alterations that change the release number to the immediate right of the decimal point. Changes to the release number are made solely at the discretion of the Licensor.

"Modification" shall mean a partial or complete replacement of the executable code of the Software in machine-readable form which provides product function or correction that is delivered outside the standard announced "New Version" and "New Release" delivery methods.

"Pre-Release Change" shall mean any enhancement, the development or testing of which is not yet completed, such that it is not yet generally released to Licensor's customers.

“Nonqualified Product” shall mean any product not listed as compatible with Software in Licensor’s promotional materials.

9. MAINTENANCE TERM

9.1 Licensor agrees to provide maintenance and support for the Software pursuant to the terms of this Part 2 during the Maintenance Term, provided the maintenance fee is fully paid and current and Licensee is also in full compliance and current with all of its other obligations under this Agreement.

10. SUPPORT

10.1 **Non Error Condition Support.** During the Maintenance Term, Licensor shall provide support for non-Error Condition-related questions regarding the Software by e-mail, telephone, telefax or online consultation during Business Hours.

10.2 **Error Condition Support.** During the Maintenance Term, Licensor shall provide support for reporting and resolving Error Conditions through the standard support line during Business Hours.

10.3 Regardless of the nature of the Error Condition, Licensor may provide a resolution in the form of a Pre-Release Change, a Modification, or such other information, instructions or patches as are sufficient to eliminate or reduce the Error Condition.

10.4 Licensee agrees to promptly notify Licensor in writing following the discovery of any Error Condition. Further, upon discovery of an Error Condition, and at the request of Licensor, Licensee agrees to submit a listing of output and any other information that Licensor may require in order to reproduce the Error Condition and/or the operating conditions under which the Error Condition occurred or was discovered.

10.5 Licensee agrees to acquire, install and/or implement as directed, certain services, hardware, software, software versions, releases, and the like, as may be deemed necessary by Licensor from time to time for proper operation of the Software. Such items may be at an additional cost for which Licensee is financially responsible.

10.6 Licensee is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and to obtain support from Licensor. Licensor shall not be responsible for delays or inability to provide maintenance or support caused by events or circumstances beyond its reasonable control.

10.7 **Exceptions.** The following matters are not covered by Licensor’s maintenance and support obligations hereunder:

- (a) problems resulting from misuse, improper use, or damage of the Software, to the extent caused by Licensee, provided that Licensee’s actions were not directed by Licensor or set forth in the Documentation;
- (b) problems resulting from any unauthorized modification made to the Software, but only to the extent of such modification;
- (c) problems resulting from any Nonqualified Product or from failure of equipment.

If Licensor provides support services for a problem caused by a Nonqualified Product, or from failure of equipment, Licensor will charge on a time and materials basis for such extra service at its then current rates for customer support services. If, in Licensor’s opinion, performance of any support hereunder is made more difficult or impaired because of Nonqualified Products, Licensor shall so notify Licensee, and Licensee will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render support hereunder. Licensee shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

10.8 **Licensee's Responsibilities.** In connection with Licensor’s provision of support hereunder, Licensee acknowledges that Licensee has the responsibility to do each of the following with respect to the Software: (1) maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers’ specifications; (2) maintain the designated computer system at a supported revision level prescribed by the Documentation for proper operation of the Software; (3) perform any tests or procedures recommended by Licensor for the purpose of identifying and/or resolving any problems submitted by Licensee for servicing under the terms of this Agreement; (4) maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Licensee; (5) at all times follow routine operator procedures as specified in the Documentation; and (6) provide all information in American English in a form discernible by Licensor.

11. MAINTENANCE

11.1 **Data Format/Content Changes.** If the format and/or content of raw data which is processed by the Software changes as a result of vendor changes in the operating system and sub-systems which create the data, Licensor agrees to provide for the continued compatibility of the Software.

11.2 **Modifications and New Releases.** Provided Licensee is current on all of its obligations pursuant to the Agreement and any Schedules attached thereto, during the Maintenance Term, Licensor shall provide to Licensee at no additional charge all Modifications and New Releases to the Software, the schedule, nature, and scope of which shall be in the Licensor’s sole discretion.

11.3 **New Versions.** Licensee may choose to license New Versions of the Software at the time of their availability under the terms and conditions of the Agreement and its attached Schedules, subject to the applicable pricing for such New Versions as set forth by Licensor in an appropriate supplement or Order executed by the parties. Licensee is under no obligation to license any such New Versions.

12. REINSTATEMENT

12.1 Should Licensee at any point choose to discontinue receiving maintenance and support hereunder with respect to the Software, and then desire, at a future date, to once again begin receiving maintenance and support for the software, Licensee, in addition to any maintenance fee otherwise due for the Software, shall pay Licensor’s reinstatement fee.