

PKWARE SOLUTIONS AGREEMENT

This PKWARE Solutions Agreement is entered into between PKWARE Inc. (“**PKWARE**”) and your organization (“**Customer**”) as of the Effective Date. “**Effective Date**” means the last date this Agreement is executed, upon executing an Order Form, or by accessing or using the PKWARE Solutions. If the individual accepting this Agreement is accepting on behalf of a company, government agency, or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to this Agreement, in which case the term “Customer” shall refer to such entity and its affiliates. If the individual does not have such authority, or if the individual does not agree with the terms and conditions of this Agreement, such individual must not accept this Agreement and may not use the PKWARE Solutions. This Agreement will allow Customer to procure PKWARE hosted and on-premises products or services, obtain support and/or other professional services.

1. Solutions. This Agreement governs (a) PKWARE’s provision of software products (the “**PKWARE Software**”) and related hosted services described in the applicable Order Form (defined below) together with the software underlying such products and services (collectively, the “**PKWARE Solutions**”); and (b) the applicable level of technical support and support services for the PKWARE Solutions as set forth in the corresponding Order Form and as further described on Schedule A (“**PKWARE Support**”).

“**Order Form**” is any ordering document such as a quote with corresponding purchase order, statement of work, service order or a similar document, which is agreed to in writing between the parties covering Customer’s procurement of the PKWARE Solutions or Evaluation Offering (as defined below). An Order Form is an integral part of this Agreement and is fully incorporated herein. For an Order Form to be valid, it must be executed by both the Customer and PKWARE or its authorized reseller (“**Reseller**”), except where a Customer has executed a final quote issued by PKWARE or Reseller, referencing this Solution Agreement. Unless otherwise specified in the Order Form, the terms of this PKWARE Solution Services Agreement will govern the Order Form (together herein referred to as the “**Agreement**”). The Agreement shall take precedence over any other agreements, contracts or general terms that Customer may have entered into with a Reseller as it relates to the PKWARE Solution only.

2. Access and License Grant.

2.1 Access to the Hosted PKWARE Solutions. On the condition that Customer complies with the terms and conditions of this Agreement, PKWARE hereby grants Customer a non-transferable, non-exclusive right to access and use the hosted services of the PKWARE Solutions for the term set forth on the applicable Order Form solely for internal business purposes and subject to any scope or quantity limitation specified in the applicable Order Form.

2.2 License to PKWARE Software for On-Premises Use. On the condition that Customer complies with the terms and conditions of this Agreement, PKWARE hereby grants Customer a non-transferable, non-exclusive license for the term set forth on the applicable Order Form to install and use the PKWARE Software solely for internal business purposes and limited to the number of devices, users or server instances specified in the applicable Order Form.

2.3 Evaluations. If Customer receives a PKWARE Solutions for evaluation purposes (“**Evaluation Offerings**”), then Customer may use the Evaluation Offerings for its own internal evaluation purposes (“**Evaluation**”) for a period of up to thirty (30) days from the date of receipt of the Evaluation Offerings (the “**Evaluation Period**”), unless otherwise agreed to in the Order Form covering the Evaluation. Customer and PKWARE may, upon mutual written agreement (including via email), extend the Evaluation Period. Upon expiration or termination of the Evaluation, Customer must (i) delete all software and other components (including Documentation) related to the Evaluation Offering at the end of the Evaluation Period, and confirm those deletions in writing to PKWARE, or (ii) pay PKWARE for the applicable fees invoiced for the then-current list price for the Evaluation Offering. If the Evaluation Offering is a Subscription, Evaluator understands that PKWARE may disable access to the Subscription automatically at the end of the Evaluation Period, without notice to Customer. EVALUATION OFFERINGS ARE PROVIDED “AS IS”, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PKWARE DISCLAIMS ALL WARRANTIES RELATING TO THE EVALUATION OFFERINGS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Restrictions. Except as expressly authorized by this Agreement, Customer may not do any of the following: (a) modify, disclose, publicly display, alter, translate or create derivative works of the PKWARE Solutions (or any components thereof) or any accompanying documentation; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the PKWARE Solutions (or any components thereof) or any Documentation; (c) disassemble, decompile or reverse engineer the PKWARE Solutions (except to the extent and for the express purposes authorized by any and all applicable federal or state laws or regulations); (d) use the PKWARE Solutions to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; (e) use the PKWARE Solutions to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (f) access the PKWARE Solutions to build a competitive product or service, or copy any features or functions of the PKWARE Solutions; (g) interfere with or disrupt the integrity or performance of the PKWARE Solutions; (h) attempt to gain unauthorized access to the PKWARE Solutions or their related systems or networks; (i) disclose to any third party any performance information or analysis relating to the PKWARE Solutions; (j) remove, alter or obscure any proprietary notices in or on the PKWARE Solutions or any Customer documentation, including copyright notices; or (k) cause or permit any user or third party to do any of the foregoing.

4. Ownership and Reservation of Rights.

4.1 Ownership. As between the parties, PKWARE reserves all right, title and interest in and to the PKWARE Solutions (and all modifications to or derivative works of the PKWARE Solutions) and all Intellectual Property Rights embodied in the PKWARE Solutions (collectively, the “PKWARE IP”).

4.2 Reservation of Rights. Each party reserves all rights not expressly granted in this Agreement, and no licenses are granted by one party to the other party under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement. For this Agreement, “**Intellectual Property Rights**” means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

5. Fees and Payment Terms.

5.1 Fees. The fees for the PKWARE Solutions and PKWARE Support are collectively set forth in the Order Form (the “Fees”). Unless otherwise expressly agreed to by the parties, Customer will pay all Fees within 30 days of the date PKWARE’s invoice to Customer. If billed through a PKWARE authorized reseller, the Customer shall pay Fees per the payment terms outlined on the applicable partner invoice. All payments due under this Agreement will be made in U.S. Dollars or in such other currency as may be acceptable to Licensor by check or bank wire transfer, in immediately available funds to an account designated by PKWARE.

5.2 Interest and Taxes. Interest on any late payments for undisputed amounts owed will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is paid in full. Customer will be responsible for and pay all sales and similar taxes and all license fees and similar fees levied upon the provision of the PKWARE Solutions provided under this Agreement excluding only taxes based solely on PKWARE’s net income. Customer will indemnify and hold harmless PKWARE from and against all such taxes and related amounts levied upon the provision of the PKWARE Solutions and any costs associated with the collection or withholding thereof, including penalties and interest.

6. Security. PKWARE will use commercially reasonable efforts to implement reasonable technical and organizational measures designed to secure, from unauthorized access, use, alteration or disclosure, any information or data disclosed by Customer to PKWARE that can identify any specific person. Notwithstanding anything to the contrary in this Agreement, PKWARE may monitor, collect, use and store anonymous and aggregate statistics regarding use of the PKWARE Solutions solely for PKWARE’s business purposes (including, but not limited to, enhancing the PKWARE Solutions and creating new features). The terms of the PKWARE Data Processing Agreement posted at <https://legal.pkware.com/dpa> are hereby incorporated by reference into this Agreement.

7. Additional Obligations.

7.1 Delivery. PKWARE will make the PKWARE Software available to Customer via download from PKWARE’s website or other means determined by PKWARE.

7.2 Support. PKWARE will use commercially reasonable efforts to provide PKWARE Support to Customer per the support services terms set forth in Schedule A.

7.3 Professional Services or Managed Services. Any professional services or managed services engagement between PKWARE and Customer will be governed under the terms of the following agreements in order of precedence, (i) the statement of work executed by the parties which shall include at a minimum the scope of work and associated fees, (ii) the PKWARE Services Terms and Conditions (located at <https://legal.pkware.com>) and (iii) this Agreement.

8. Confidentiality.

8.1 Definition. “Confidential Information” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) concerning or related to the Agreement or the Disclosing Party (whether before, on or after the Effective Date) that the Receiving Party knows or reasonably should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is confidential information of the Disclosing Party. Confidential Information includes, but is not limited to, the components of the business plans, financial plans, know how, Customer information, strategies, and other similar information.

8.2 Obligations. The Receiving Party will maintain in confidence, during the term of this Agreement and for the five-year period commencing upon the effective date of termination of this Agreement, the Confidential Information, and will not use such Confidential Information except as expressly permitted in this Agreement. The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party’s obligations under this Agreement. In addition, the Receiving Party will only disclose Confidential Information to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement, and if such directors, officers, employees and/or contractors have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section 8.2. Each party agrees that the terms and conditions of this Agreement will be treated as Confidential Information of both parties and will not be disclosed to any third party; provided, however, that each party may disclose the terms and conditions of this Agreement: (a) to legal counsel of such party; (b) to such party’s accountants, banks, financing sources and their advisors; (c) in connection with the enforcement of this Agreement or rights under this Agreement; or (d) in connection with an actual or proposed merger, acquisition, or similar transaction.

8.3 Exceptions. Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently, and without use of or reference to, the Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information that is required to disclose by law or by a subpoena or order issued by a court of competent jurisdiction, but solely on the conditions that the Receiving Party: (i) gives the Disclosing Party written notice within 24 hours; and (ii) cooperates fully with the Disclosing Party before disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to disclosure of the information required and seek a protective order or other appropriate relief. In the event of any dispute between the parties as to whether specific information is within one or more of the exceptions set forth in this Section 8.3, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

8.4 Remedies. The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information will result in irreparable injury to the Disclosing Party, which injury could not be adequately compensated by the payment of money damages. In addition to any other legal and equitable remedies that may be available, the Disclosing Party will be entitled to seek and obtain injunctive relief against any breach or threatened breach by the Receiving Party of the confidentiality obligations hereunder, from any court of competent jurisdiction, without being required to show any actual damage or irreparable harm, prove the inadequacy of its legal remedies, or post any bond or other security.

9. Representations, Warranties and Remedies.

9.1 General Representations and Warranties. Each party represents and warrants the following: (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (b) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; (c) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; (d) this Agreement is valid, binding and enforceable against it in accordance with its terms; and (e) it will perform its obligations under this Agreement in accordance with applicable federal or state laws or regulations.

9.2 Additional Warranty. PKWARE warrants that the PKWARE Solutions will substantially conform in all material respects in accordance with the Documentation. Customer will provide prompt written notice of any non-conformity and provide PKWARE a reasonable opportunity, not to exceed thirty (30) days, to remedy such non-conformity.

9.3 Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 9, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THIS AGREEMENT AND THE PKWARE SOLUTIONS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), NON-INFRINGEMENT OR CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

10. Indemnification Obligations.

10.1 Infringement Indemnity. PKWARE, at its sole expense, will defend Customer and its directors, officers, employees, contractors, agents, or other authorized representatives (“**Customer Indemnitees**”) from and against any and all third party claims, suits, actions or proceedings (each a “**Claim**”), and indemnify Customer Indemnitees from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest and disbursements) that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by PKWARE resulting from or arising in connection with the exercise of any of the rights granted under this Agreement with respect to the PKWARE IP infringing any Intellectual Property Rights of any third party. In the event of a Claim pursuant to this Section 10.1, PKWARE may, at PKWARE’s option and at PKWARE’s expense: (a) obtain for Customer the right to continue to exercise the license granted to Customer under this Agreement; (b) substitute the allegedly infringing component for an equivalent non-infringing component; or (c) modify the PKWARE Solutions to make them non-infringing. If (a), (b), or (c) is not obtainable on commercially reasonable terms, PKWARE may terminate this Agreement, effective immediately, by written notice to Customer. In the event of a termination of this Agreement pursuant to this Section 10.1, all rights and licenses with respect to the PKWARE Solutions will immediately cease and PKWARE will refund to Customer all prepaid Fees for the PKWARE Solutions attributable to the Subscription Term (as outlined in the applicable Order Form) following the termination of this Agreement. PKWARE’s indemnification obligations do not extend to Claims arising from or relating to: (i) any negligent or willful misconduct of any Customer Indemnitees; (ii) any combination of the PKWARE Solutions (or any portion thereof) by any Customer Indemnitees or any third party with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination, unless such combination is the customary, ordinary, and intended use of the PKWARE Solutions; (iii) any modification to the PKWARE Solutions by any Customer Indemnitees or any third party where the infringement would not have occurred but for such modification; (iv) the use of the PKWARE Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; or (v) the continued use of the PKWARE Solutions after PKWARE has provided a substantially equivalent non-infringing software or service.

10.2 Customer Indemnity. Customer, at its sole expense, will defend PKWARE and its directors, officers, employees and agents (“**PKWARE Indemnitees**”) from and against any Claims and indemnify PKWARE Indemnitees from any related damages, payments, deficiencies, fines, judgments,

settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) arising out of or based on either Customer's business operations or any breach or alleged breach of Customer's obligations under this Agreement.

10.3 Procedures. The indemnifying party's indemnification obligations under this Section 10 are conditioned upon the indemnified party: (a) giving prompt written notice of the Claim to the indemnifying party once the indemnified party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying party will not alleviate an indemnifying party's obligations under Section 10 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (b) granting the indemnifying party the option to take sole control of the defense (including granting the indemnifying party the right to select and use counsel of its own choosing) and settlement of the Claim (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of the indemnified party); and (c) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the Claim.

11. Limitation of Liability. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION), OBLIGATIONS RELATING TO CONFIDENTIAL INFORMATION UNDER SECTION 8, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND CUSTOMER'S MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF BUSINESS, GOODWILL, REVENUE, USE OR OTHER ECONOMIC ADVANTAGE, BUSINESS INTERRUPTION, OR ANY ALTERATION, COMPROMISE, CORRUPTION OR LOSS OF CUSTOMER DATA) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PKWARE SOLUTION, THE DOCUMENTATION, OR THE USE THEREOF, OR THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUSIONS SET FORTH IN THE PRECEDING SENTENCE, EACH PARTY'S AND ALL OF ITS AFFILIATES AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID AND PAYABLE BY CUSTOMER FOR THE PKWARE SOLUTION FOR THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE ABOVE LIMITATIONS SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. The limitations of liability and exclusions of damages in this Section 11 form an essential basis of the bargain between the parties and shall survive and apply even if any remedy specified in this Agreement is found to have failed its essential purpose.

12. Term, Termination and Effect of Termination.

12.1 Term. The term of this Agreement will begin on the Effective Date and continue for twelve (12) months, unless otherwise stated in an Order Form executed by the parties (the "**Initial Subscription Term**"). Thereafter, this Agreement will automatically renew for additional successive twelve (12) month periods (the "**Renewal Subscription Term**") unless either party notifies the other in writing no less than thirty (30) days prior to the close of the then-current Initial or Renewal Subscription Term of its intention not to renew.

12.2 Termination for Cause. In addition to PKWARE's right to terminate this Agreement pursuant to Section 10.1, either party may terminate this Agreement, for cause, if the other party: (a) materially breaches this Agreement and does not remedy such breach within thirty (30) days after its receipt of written notice of such breach; or (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. If Customer uses the PKWARE Solutions in any unauthorized manner, PKWARE may immediately terminate this Agreement, for cause, with written notice to Customer.

12.3 Effect of Termination. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer under this Agreement will immediately terminate; (b) all of PKWARE's obligations under this Agreement (including, PKWARE's performance of the PKWARE Support) will immediately cease; (c) Customer will immediately pay to PKWARE all amounts due and payable up to the effective date of termination of this Agreement; and (d) each party will promptly return to the other party all Confidential Information of such other party then in its possession or destroy all copies of Confidential Information of such other party, at such other party's sole discretion and direction. Customer will immediately confirm, in writing, that it has complied with Section 12.3(d) at PKWARE's request. Notwithstanding any terms to the contrary in this Agreement, (i) Sections 3, 4, 5, 8, 9.3, 10, 11, 12.3 and 13 will survive any termination of this Agreement, and (ii) no refunds will be issued to Customer unless Customer terminates this Agreement pursuant to Section 12.2 or PKWARE terminates this Agreement pursuant to Section 10.1.

13. General Provisions.

13.1 Entire Agreement. This Agreement, together with all schedules to this Agreement (all of which are incorporated herein by reference), sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. In the event of a conflict between the terms and conditions of this Agreement (the main body) and the terms and conditions of a schedule, the terms and conditions of the schedule would govern.

13.2 Independent Contractors. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

13.3 Governing Law and Venue. The rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions

arising under this Agreement shall be state and federal courts in Delaware, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

13.4 Publicity. Customer agrees that PKWARE may reference and use Customer's name and trademarks in PKWARE marketing and promotional materials, including, but not limited to, the PKWARE website, solely for purposes of identifying Customer as a customer of PKWARE. Otherwise, neither party may use the trade names, trademarks, service marks, or logos of the other party without the express written consent of the other party.

13.5 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

13.6 Amendments and Waivers. No modification, addition or deletion, or waiver of any rights under this Agreement will be binding on a party unless made in a non-preprinted agreement clearly understood by the parties to be a modification or waiver and signed by a duly authorized representative of each party. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

13.7 Notices. Any notice (whether this Agreement expressly states "written notice" or "notice") or communication required or permitted to be given hereunder must be in writing, signed or authorized by the party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as identified on this Agreement or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered. Notice is effective on the earlier of 5 days from being deposited for delivery or the date on the confirmed facsimile, confirmed email or courier receipt.

13.8 Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement aligning with the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

13.9 Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service provided by any service providers being used by PKWARE, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party (a "Force Majeure Event").

13.10 Counterparts. This Agreement may be executed and delivered by the parties in counterparts (each of which will be considered for all purposes an original) and by facsimile, electronic signature (i.e., DocuSign) or by e-mail transmission in PDF format, and when a counterpart has been executed and delivered by each of the parties, by facsimile, electronic signature or e-mail in PDF format or otherwise, all such counterparts and facsimiles will together constitute one agreement.

IN WITNESS WHEREOF, the parties authorized representatives have executed this PKWARE Solutions Agreement as of the Effective Date.

CUSTOMER

By:
Title:
Date:
Email:

PKWARE

By:
Title:
Date:
Email:

Schedule A

Availability and Support

I. Availability

Any hosted services provided as part of the PKWARE Solutions will not be available during Scheduled Downtime. Scheduled outages for maintenance in whole or in part ("Scheduled Downtime") will occur whenever possible during Non-Business Hours. "Business Hours" means 8 a.m. to 5 p.m. Eastern Time, Monday-Friday, excluding national holidays. "Non-Business Hours" means all hours that are not Business Hours. PKWARE will provide a minimum of thirty (30) days' advance notice to Customer in the event of any Scheduled Downtime. In certain circumstances, PKWARE and Customer may agree that the minimum notice period can be less than thirty (30) days. PKWARE will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the PKWARE Solutions in connection with Scheduled Downtime.

All times at which the hosted services are not available to Customer during Business Hours will be considered "Excess Downtime," except downtime caused by Permitted Occurrences. "Permitted Occurrences" means: (a) Scheduled Downtime; (b) failure caused by delay or interruption in telecommunications provided by Customer or by third party services outside the PKWARE-controlled network; (c) failure caused by a Force Majeure Event; or (d) failure of Customer to develop or provide resources sufficient for the receipt of the PKWARE Solutions. To the extent that PKWARE Solutions are not available to Customer due to Customer's intentional or willful misconduct in breach of the Agreement, such unavailability is not considered Excess Downtime.

"Service Availability" means any time, in any given month, in which there is no Excess Downtime.

Service Availability Remedy

99.90% - 100%	0% credit (calculated out of the monthly fee payable for the month in which there was Excess Downtime)
99.51% - 99.89%	1% credit (calculated out of the monthly fee payable for the month in which there was Excess Downtime)
< 99.51%	2.5% credit (calculated out of the monthly fee payable for the month in which there was Excess Downtime)

II. Terms Applicable to Remedies

For Customer to be eligible for the remedy of a credit against the Fee for the PKWARE Solution, Customer must request the credit in a written request to PKWARE submitted within 30 days after Customer experiences the Excess Downtime and setting forth the dates and time of the failure. A failure to submit such credit request within such time period, time being of the essence, will constitute a waiver of such right. Any credit will be applied against the next applicable invoice, provided, however if there is a credit at the time of termination or expiration of the Agreement, PKWARE shall pay the credits due to Customer hereunder no later than 30 days after such termination or expiration.

If Customer chooses to terminate the Agreement because of Excess Downtime exceeding 24 hours in a calendar month, it must provide written notice to PKWARE within 30 days after the event of Excess Downtime specifying the dates and time of the Excess Downtime. Termination will be effective at 11:59 p.m. on the 15th day after such notice is made.

IN NO EVENT WILL THE TOTAL CREDITS DURING ANY CONTRACT QUARTER FOR FAILURE TO ACHIEVE SERVICE AVAILABILITY EXCEED A TOTAL OF 50% OF THE MONTHLY (PRORATED) FEE.

The remedies stated in this Schedule will be the sole remedy of Customer in the event of a failure to provide Service Availability as set forth on this Schedule.

III. Support Services

During the Term, PKWARE will provide Customer help desk support for the PKWARE Solution during Business Hours, provided however, that for additional charges, PKWARE will offer such support at any time (24x7x365) (the "Enhanced Support"). PKWARE will respond to issues reported by Customer as provided below during Business Hours (or at any time, if the Enhanced Support is elected), and shall use reasonable commercial efforts to address issues as soon as is technically and operationally feasible.

Priority and escalation for all issues related to maintenance and upkeep of the PKWARE Solution (PKWARE shall use reasonable commercial efforts to provide resolutions within the timeframes set forth below):

Severity 1

Impact: Major Outage

- (i) A problem has been identified that makes the continued use of one of more systems impossible.
- (ii) Problem may cause loss of data and/or restrict data availability and/or cause significant impact to the Customer.

Response Timeframe

From receipt of service call: 30 minutes

Severity 2**Impact:** Service Disruption

- (i) Production system, or environment, or a major portion of the system or environment, is degraded, impeding critical business processing and/or causing disruption to normal production workflow;
- (ii) Development is down, disrupting critical development; or

Response Timeframe**From receipt of service call:** 2 hours

Severity 3**Impact:**

- (i) A problem that does not have a major effect on the Service Platform or Services used to support applicable business operations.
- (ii) A problem for which an acceptable work around exists is available and operations can continue in a restricted fashion.

Response Timeframe**From receipt of service call:** 2 hours if call is received prior to 12:00 p.m. Eastern Time

Severity 4**Impact:**

- (i) General user questions about usage of software or web reporting.
- (ii) Support Items that don't affect processing.

Response Timeframe**From receipt of service call:** 24 hours
