



Software Development Kit Master License Agreement

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2.5 Licensor Source Code. Subject to the terms and conditions of this Agreement, if Licensor makes Licensor Source Code available to Licensee, Licensor hereby grants to Licensee during the License Term a non-exclusive, non-assignable (except as set out in Section 14.5) license to copy, Use and modify Licensor Source Code for the sole purpose of assisting Licensee in (i) incorporating the Software into the Licensee Product(s); and (ii) maintaining and supporting the Software incorporated into the Licensee Product(s). No other use of Licensor Source Code is permitted.

2.6 Licensee Contractors. Licensee will be entitled to use contractors to carry out activities in exercise of Licensee's rights under this Agreement provided that any use of contractors shall be subject to the terms and conditions of this Agreement, and it shall be Licensee's responsibility to ensure the strict adherence by its contractors to the terms and conditions of this Agreement. Licensee will be responsible for any failure of a Licensee contractor to comply with the obligations and responsibilities of Licensee under this Agreement to the same extent as if such failure was that of Licensee.

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5. FEES.

5.1 Fees; Payment. In consideration of the rights granted to Licensee under this Agreement, Licensee will pay to Licensor the fees as set forth in the Order Form. Unless otherwise specified in the applicable Order Form, all amounts specified to be payable under this Agreement are in United States dollars and shall be paid in United States dollars. The obligation to pay any outstanding amount to Licensor under this Agreement will survive any termination or expiration of this Agreement or applicable Order Form. Payment is due and payable according to the payment terms set forth on the applicable Order Form.

5.2 Taxes. Licensor's fees do not include any taxes. All taxes payable in any jurisdiction with respect to any amount payable by Licensee to Licensor under this Agreement, other than taxes payable on the income, property and employees of Licensor, will be the sole responsibility of and will be borne by Licensee, including any applicable sales tax, goods and services tax, value added tax or similar tax. Should Licensee be required by any law or regulation to make any deduction or withholding on account of tax or otherwise on any amount payable by Licensee to Licensor under this Agreement, Licensee may deduct or withhold such amount from such payment, remit the amount to the proper authorities, and furnish Licensor as soon as reasonably practicable thereafter with an official receipt evidencing such payment.

5.3 Overdue Amounts. If any amount payable under this Agreement is not paid when due, Licensor may charge to Licensee interest on such amount from the date payment was due until the date that payment is received and both before and after any judgment at the lesser of (i) the rate of 1% per month compounded monthly (equivalent of 12.68% per annum compounded annually), or (ii) the maximum rate allowed under applicable law. Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in collecting any late payments or interest, including reasonable legal fees, court costs, and collection agency fees.

5.4 Document Event Overages (if applicable). If the Order Form indicates the license is for a specified number of Document Events and Licensee exceeds the number of Document Events specified for a period, at the end of such period, Licensor shall invoice, and Licensee shall pay Licensor, additional fees for the overage at the per Document Event rate determined by dividing the fee for the period in question by the number of permitted Document Events for such period. This per Document Event rate will then be multiplied by the number of Document Events exceeding the limit, resulting in the overage fee payable by Licensee for the period.

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9. TERM AND TERMINATION.

9.1 Term. Unless otherwise terminated hereunder, the term of any license shall begin on the effective date set forth on the applicable Order Form and will expire at the end of the term specified in the applicable Order Form (and if no effective date is specified on an Order Form, the effective date shall be deemed to be the date the License Key is made available to Licensee). This Master License Agreement is effective as of the effective date of the initial Order Form and, unless otherwise terminated hereunder, will expire when all licenses under any Order Form have expired or been terminated. The term of each Order Form will automatically renew for successive periods equal to the length of the initial term at Licensor's then-current prices unless a party provides notice of non-renewal to the other party at least 60 days prior to the expiry of the then-current term (provided that Licensor has presented Licensee with pricing for such renewal at least 90 days prior to the expiry of the then-current term).

9.2 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach of this Agreement by the other party if such breach remains uncured at the expiration of such period (for greater certainty, non-payment of any fees due is a material breach), or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination or expiry of this Agreement or a license granted hereunder: (a) any and all rights granted to Licensee under this Agreement and any applicable Order Form shall immediately cease; (b) Licensee shall destroy all copies of the Software and License Key in Licensee's possession or control; and (c) if so requested by Licensor, Licensee shall certify in writing that all copies of the Software and License Key in Licensee's possession or control have been destroyed and the Software is not being used in any Licensee Product within 10 days of any such request (except to the extent some but not all of the licenses granted hereunder have expired or been terminated). The following provisions will survive termination of this Agreement, Sections 2.2, 3, 5, 6, 9.1, 11, 12, 13, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.9 and 14.12.

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13.3 Indemnification Procedure. The party seeking indemnity under this Agreement (the "**Indemnified Party**") will (a) promptly give written notice to the other party subject to the indemnity obligations (the "**Indemnifying Party**") of any claim for which indemnity is sought (provided that failure to promptly give notice will not relieve the Indemnifying Party of its indemnification obligation, except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure); and (b) allow the Indemnifying Party to control the defense or settlement of the claim, and provide all reasonable assistance in connection

therewith, at the Indemnifying Party's request and expense. The Indemnified Party may participate in the defense or settlement of any such claim at its own expense. The Indemnifying Party agrees that it will not settle any claim in a manner which would impose any obligation on the Indemnified Party or restrict the Indemnified Party's right, title or interest, including all Intellectual Property Rights in the Indemnified Party's products or services, without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

14. GENERAL

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

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

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

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14.6 Governing Law. The application of the *United Nations Convention on Contracts for the International Sale of Goods* will not apply to any part of any transaction contemplated by or under this Agreement and the same is hereby expressly excluded. Unless Licensee is in Europe, the United Kingdom, the Middle East, Asia or Oceania as described below; (i) this Agreement and any dispute between Licensor and Licensee relating thereto shall be exclusively governed by and interpreted and determined in accordance with Delaware law and controlling US federal law and no effect shall be given to any other choice of law or any conflict of laws rules or provisions that could cause other laws than Delaware law and controlling US federal law to be applicable; and (ii) the parties consent to the exclusive jurisdiction of any state or federal court located within Delaware and agree that all actions or proceedings relating to this Agreement shall be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any action proceeding in such court. **Europe / United Kingdom / Middle East Licensee:** If Licensee, as indicated by Licensee address on the Order Form, is in Europe, the United Kingdom or the Middle East, this Agreement will be governed and construed in accordance with the laws of the Republic of Ireland, without giving effect to any

conflict of laws principles that would require the application of laws of a different state or country and any action seeking enforcement of this Agreement or any provision hereof will be brought exclusively in the courts located in Dublin, Ireland. **Asia / Oceania Licensee:** If Licensee, as indicated by Licensee address on the Order Form, is in Asia or Oceania; (i) the Agreement will be governed and construed in accordance with Singapore Law and no effect shall be given to any other choice of law or any conflict of laws rules or provisions that could cause other laws than Singapore law to be applicable; and (ii) any dispute or controversy arising in connection with this Agreement, which cannot be settled by mutual or amicable agreement shall be finally settled in accordance with the Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") by one arbitrator appointed in accordance with SIAC Rules, the place of arbitration shall be Singapore, the arbitration shall be conducted in the English language and the decision and award resulting from such arbitration shall be final and binding for the parties.

Notwithstanding any term of this Agreement, Licensor may apply to a court of competent jurisdiction for interim or injunctive relief pending resolution of the dispute. In the event of any lawsuit or proceeding brought as a result of any actual or alleged breach of this Agreement, to enforce any provisions of this Agreement, or to enforce any Intellectual Property Rights or other right pertaining to the Software, the losing party shall be responsible for all costs and expenses, including without limitation, court costs and reasonable legal fees and expenses of the prevailing party.

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

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

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

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

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

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

14.13 U.S. Government Restricted Rights Legend. This Section shall apply only if the Software is acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("**U.S. Government**"). The Software is a "Commercial Item," as such term is defined by FAR 2.101 (48 C.F.R. 2.101) and is "commercial computer software" and "commercial computer software documentation" as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use, by and on behalf of the U.S. Government, with only those rights as are granted to all other ends users pursuant to the terms and conditions herein. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government Section is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses U.S. Government rights in the computer software or documentation covered by this license.

EXHIBIT A
MAINTENANCE AND SUPPORT

1. GENERAL

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

- (a) "**Enhancement**" means any modification or addition that, when made or added to the Software, materially changes its efficiency, performance, functional capability, or application, but that does not constitute solely an Error Correction. Licensor may designate Enhancements as minor or major, depending on its assessment of their value and of the function added to the Software.
- (b) "**Error**" means any significant failure of the Software to conform in any material respect to the Documentation.
- (c) "**Error Correction**" means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with the Documentation, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.
- (d) "**Normal Working Hours**" means Monday through Friday, between the hours of 12:00am to 5:00pm, Pacific Standard Time (9:00am to 2:00am Central European Time), excluding statutory holidays.
- (e) "**Releases**" means new versions of any part of the Software, which may include Error Corrections and/or Enhancements.
- (f) "**SSCCE**" means a Short, Self-Contained, Correct Example that can be used by Licensor to reproduce the error, flaw, failure, malfunction or issue in the Software that Licensee reported to Licensor.
- (g) "**Updates**" are modifications to any part of the Software designated by Licensor as bug fixes, patches or changes to Software.

2. SCOPE OF SERVICES

2.1 Services. Licensor will render the following services in support of the Software to Licensee, during Normal Working Hours:

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

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

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

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

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

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