



PLATFORM ACCESS AND SERVICES AGREEMENT

This Platform Access and Services Agreement (this “**Agreement**”) governs the rights to use the software as a service platform (such platform, along with all related updates, upgrades and documentation are referred to collectively as the “**Product**”) of Paramify, Inc, a Delaware corporation (“**Paramify**”) on a subscription basis, as well as other related services that may be provided by Paramify. A “**Customer**” is a person or legal entity that has executed an Order Form (as defined below). (Customer and Paramify are referred to collectively herein as the “**parties**” and individually as a “**party**”). This Agreement is effective as of the the date of the last signature in this Agreement (“**Effective Date**”). All Products provided by Paramify are set forth in an order form or other agreement (“**Order Form**”) pursuant to which Customer has agreed to access the Product on a subscription basis. The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. This Agreement is also subject to the provisions of Paramify’s [Data Processing Agreement](#) (“**DPA**”).

1. PRODUCT ACCESS.

1.1. Provision of the Product. For a set term as set forth on the Order Form (“**Contract Term**”), and subject to Customer’s payment of all applicable Fees (defined below), Paramify hereby grants Customer a limited, nonexclusive, nontransferable, non-sublicensable, revocable right to access and use the Product on a subscription basis solely for the purposes described in this Agreement. Any access, use, or attempted access or use of the Product other than as expressly permitted in the Agreement is a material breach of this Agreement.

1.2. Accounts. In order to access and use certain features of the Product, Customer must register for an account (“**Account**”). Use of and access to the Product, in whole or in part, is permitted to those persons designated by Customer pursuant to the terms of this Agreement (“**Permitted Users**”). If Customer is given login information to access the Product, Customer shall require that all Permitted Users keep user ID and login information strictly confidential and not share such information with any unauthorized person. Customer is responsible for maintaining the confidentiality of its Account login information and is fully responsible for Permitted User activities that occur under the Customer’s Account. Although Paramify has no obligation to monitor Customer’s access and use of the Products, Paramify may do so and may prohibit any use of the Products it believes may be (or alleged to be) in violation of the Agreement.

1.3. Account Access. Customer acknowledges that while the security of Customer’s Account will be maintained through the use of logical authentication mechanisms, it is possible for Customer’s Account to be accessed by unauthorized third parties via communication between Customer and Paramify using the internet, other network communications, facilities, telephone, or other electronic means. Customer may permit its independent contractors and consultants who are not competitors of Paramify (“**Contractors**”) and Affiliates (as defined below) to serve as Permitted Users, provided Customer remains responsible for compliance by each such Contractor or Affiliate with all of the terms and conditions of this Agreement and any such use of the Product by such Contractor or Affiliate is for the sole benefit of Customer. “**Affiliate**” means any entity under the control of Customer where “control” means ownership of or the right to control greater than 50% of the voting securities of such entity.

1.4. General Restrictions. Customer shall not: (a) rent, lease, copy, sell, outsource, provide access to or sublicense the Product to a third party or use the Product to provide a service to a third-party, (b) reverse engineer, decompile, disassemble, decipher, or otherwise seek to obtain the source code, object code, underlying structure, algorithms, trade secrets, Confidential Information, or APIs of or to the Product, except to the extent expressly permitted by applicable law (and then only upon advance notice to Paramify), (c) modify the Product, or create any derivative product from any of the foregoing, (d) remove or obscure any product identification, proprietary, copyright or other notices contained in the Product (including any reports or data printed from the Product), (e) incorporate the Product into any other offering (whether software as a service or otherwise), or (f) publicly disseminate information or analysis regarding the performance of the Product.

1.5. Enterprise risk management or information security and Legal Advice. Customer hereby acknowledges and agrees that any information provided to the Customer from time to time regarding or derived from any content (including Customer Data as defined in this Agreement) is not developed or provided by Paramify as either legal or enterprise risk management or information security advice and will not be used or treated by Customer as legal or enterprise risk management or information security advice. Customer agrees not to construe any content or materials listed on the Product as legal, insurance or enterprise risk management or information security advice or as an offer to sell, or as a solicitation of an offer to buy, any information security product or instrument. The Product and content made available through the Product are intended to be used by the Customer for document management purposes only. Paramify shall have no liability for any legal or enterprise risk management or information security or other decisions made based upon Customer’s use of the Product.

1.6. Export. The Product may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Paramify, or any products utilizing such data, in violation of the United States export laws or regulations.

1.7. Security and Privacy. Paramify will use and maintain commercially reasonable administrative, technical and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data processed by Paramify in connection



with Product as further described in the DPA. Both Parties agree to comply with the terms of the DPA in connection with the processing of Customer Data by Paramify.

1.8. Hosting Services. Paramify will provide the hosting services for the Product ("**Hosting Services**") through a third-party hosting facility (such as AWS) and may update the content, functionality and user interface of the Hosting Services from time to time in its sole discretion and in accordance with this Agreement. Customer will be solely responsible for the data entered in the Product, whether entered by the Customer or by Paramify on behalf of the Customer.

1.9. Hosting Service Access. In order to use the Product, Customer must have or obtain access to the internet. Customer agrees that Paramify is not providing Customer with access to the internet in order to use the Product and that Customer is solely responsible for obtaining and maintaining such internet access and for providing all equipment necessary to obtain and maintain such internet access. Paramify does not and cannot control the flow of data to or from Paramify's network, designated hosting facility and/or other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the internet (or portions thereof). Paramify agrees to use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such events. However, Paramify cannot guarantee that such events will not occur. Accordingly, Paramify disclaims any and all liability resulting from or related to such events.

2. CUSTOMER DATA.

2.1. Generally, "**Customer Data**" means any information or other data of any type which is provided by Customer to Paramify in connection with providing the Product. Customer is solely responsible for the accuracy, content and legality of all Customer Data and its use by Customer.

2.2. Use of Customer Data. Customer represents and warrants to Paramify that Customer has sufficient rights in the Customer Data to authorize Paramify to process, distribute and display the Customer Data as contemplated by this Agreement and the functionality of the Product, and that the Customer Data does not infringe the rights of any third party. In connection with Customer's use of the Product, certain features may permit Customer to interact or share Customer Data with third party websites or services. If Customer chooses to transmit Customer Data or provide any other information to such third parties, Customer agrees to be bound by any applicable third party terms of use, and Paramify accepts no responsibility or liability for any such third party services. Both parties agree to comply with the terms of the DPA in connection with the Customer Data.

2.3. Rights in Customer Data. As between the parties, Customer shall retain all right, title (if applicable), and interest (including any and all intellectual property rights) in and to the Customer Data as provided to Paramify. Subject to the terms of this Agreement, Customer hereby grants to Paramify a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create

derivative works of and display (a) the Customer Data solely to the extent necessary to provide the Product to Customer. Notwithstanding the foregoing Customer agrees that Paramify may, to the extent permissible under applicable law and this Agreement, use for its business purposes derivative works of the Customer Data and all right, title and interest (including any and all intellectual property rights) in and to such derivative works using de-identified Customer Data shall be owned by Paramify.

3. OWNERSHIP

3.1. This is a subscription agreement for use of the Product and not an agreement for sale. Customer acknowledges that it is obtaining only a limited right to the Product and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise and Customer agrees that Paramify or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Product, documentation related to the Product ("**Documentation**"), Professional Services deliverables (including custom software developed by Paramify at Customer's request) and any and all related and underlying software (including interfaces), databases (including data models, structures, non-Customer specific data and aggregated statistical data contained therein), technology, reports and documentation (collectively, "**Paramify Technology**"). Further, Customer acknowledges that the Product is offered as an on-line, hosted solution, and that Customer has no right to obtain a copy of the Product itself.

3.2. Customer acknowledges that all intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Product and its content are owned by Paramify or its suppliers. Neither this Agreement (nor Customer's access to the Product) transfers to Customer or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights set forth in this Agreement.

4. ACCEPTABLE USE POLICY

4.1. Customer hereby agrees to the following terms that constitute Paramify's "Acceptable Use Policy":

(a) Customer agrees not to use the Product to collect, upload, transmit, display, or distribute any Customer Data (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; or (iii) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, Customer agrees not to: (i) upload, transmit, or distribute to or through the Product any computer viruses, worms, or



any software intended to damage or alter a computer system or data; (ii) send through the Product unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Product to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Product, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Product (or to other computer systems or networks connected to or used together with the Product), whether through credential mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Product; or (vi) use software or automated agents or scripts to produce multiple accounts on the Product, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Product.

4.2. Paramify reserves the right to investigate and/or take appropriate action against the Customer in Paramify's sole discretion if the Customer violates this Acceptable Use Policy or any other terms of this Agreement or otherwise create liability for Paramify or any other person. Such action may include terminating Customer's Account and/or reporting Customer to law enforcement authorities.

5. FEES & PAYMENT

All fees owed by Customer to Paramify are set forth in the Order Form ("**Fee(s)**"). Fees are subject to periodic increases after the initial Contract Term and become effective beginning on the first day of each applicable renewal term; provided, that Paramify will notify Customer in writing of any such increase prior to its effectiveness. If Customer objects to the increase, then Customer may terminate this Agreement effective on expiration of the then-current Contract Term. Customer acknowledges that the expiration of any discount or incentive programs to which Customer was previously entitled shall not constitute a Fee increase or otherwise require notice thereof. Except as expressly set forth in Section 7 (Limited Warranty), all Fees are non-refundable. Paramify's Fees are exclusive of all shipping costs and Customer is required to pay any sales, withholding, or similar taxes or levies, other than taxes based on the income of Paramify. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

6. TERM AND TERMINATION

6.1. Term. This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of the Contract Term. Upon expiration of the initial Contract Term, this Agreement shall automatically renew for the periods set forth in the Order Form, unless either party gives the other written notice of termination at least 30 days prior to expiration of the then-current Contract Term.

6.2. Termination for Cause. Either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within 10 days after written notice; provided, if the breach is reasonably incapable of cure,

then the non-breaching party may immediately terminate this Agreement; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within 60 days thereafter).

6.3. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately cease any and all use of and access to the Product (including any and all related Paramify Technology) and delete (or, at Paramify's request, return) any and all copies of the Documentation, any Paramify authentication mechanisms or access codes and any other Paramify Confidential Information in its possession. Customer acknowledges that following termination it shall have no further access to any Customer Data incorporated into the Product, and that Paramify may delete any such data at any time. Termination of this Agreement is not an exclusive remedy and the exercise of either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.4. Suspension. In addition to any other remedies available at law or in equity, Paramify will have the right, in its sole discretion, to immediately suspend Customers' access to the Application in the event of acts or omissions of Customer or its Authorized Users not in compliance with the terms of the Agreement. Paramify will use commercially reasonable efforts to give Customer prior email notice of suspension under this Section, and access to the Application will resume once the non-compliance is resolved. Fees will continue to accrue and shall not be tolled during any suspension period. Paramify will not be liable to Customer or its Authorized Users for any loss, damage or inconvenience suffered as a result of any suspension, unless pursuant to a breach of warranty under Section 7.

6.5. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.4 (General Restrictions), 1.5 (Enterprise risk management or information security and Legal Advice) 1.6 (Export), 2.3 (Rights in Customer Data), 3 (Ownership), 5 (Fees and Payment), 6 (Term and Termination), 7.2 (Warranty Disclaimer), 9 (Limitation of Remedies and Damages), 10 (Indemnification), 11 (Confidential Information), and 12 (General Terms).

7. LIMITED WARRANTY

7.1. Limited Warranty. Paramify warrants, for Customer's benefit only, that the Product will operate in substantial conformity with all applicable product descriptions provided to Customer in writing. Paramify does not warrant that Customer's use of the Product will be uninterrupted or error-free, nor does Paramify warrant that it will review the Customer Data for accuracy or that it will preserve or maintain the Customer Data without loss. Paramify's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Paramify's sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Paramify determines such remedies to be



impracticable, to allow Customer to terminate the Contract Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Product or related services it has not received as of the date of the warranty claim. The limited warranty set forth in this Section 7.1 shall not apply: (i) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared, or (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services or (iii) to use provided on a no-charge or evaluation basis.

7.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 7.1, THE PRODUCT, HOSTED SERVICES AND ALL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”. NEITHER PARAMIFY NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. PARAMIFY SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PARAMIFY. PARAMIFY IS NOT A LAW FIRM AND NO LEGAL ADVICE IS BEING PROVIDED THROUGH CUSTOMERS USE OF THE PRODUCT OR ANY PROFESSIONAL SERVICES.

8. ADDITIONAL SERVICES

8.1. Professional Services. Any professional consulting services (“**Professional Services**”) to be provided by Paramify to Customer will be set forth in the Order Form or a separate agreement to be signed by both parties describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information.

8.2. Support. Paramify shall provide email support to Customer from 9AM to 5PM Mountain Standard Time, Monday through to Friday, business days. Paramify shall use commercially reasonable efforts to respond to support requests within one business day and shall address (internally and externally) such support requests in a commercially reasonable manner. Support shall include, without limitation, troubleshooting system functionality, providing guidance on usage and workflow, and identifying and escalating issues which Paramify prioritizes, in its sole and absolute discretion, based on severity, scope and impact. Paramify may offer personalized training, implementation, and adoption programs at an additional cost. Paramify shall have no obligation to provide any custom code development, API scripting, or contractual engineering services for Customer. Paramify shall use commercially reasonable efforts to ensure that Customer may access and use the Product at least ninety-nine and nine tenths percent (99.9%) of the time each calendar month except in the case of scheduled maintenance for which Paramify will provide advance notification to Customer.

9. LIMITATION OF REMEDIES AND DAMAGES

9.1. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9.2. MUTUAL LIABILITY CAP. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EITHER PARTY’S AND THEIR SUPPLIERS’ ENTIRE LIABILITY TO THE OTHER SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO PARAMIFY DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT. WITH RESPECT TO ANY FREE TRIAL OF THE PRODUCTS OR SERVICES, PARAMIFY’S AGGREGATE LIABILITY WILL IN NO EVENT EXCEED ONE HUNDRED U.S. DOLLARS, REGARDLESS OF ANY THEORY OF LIABILITY, AND NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY.

9.3. EXCLUSIONS. THE LIABILITY CAP IN SECTION 9.2 DOES NOT APPLY TO: (a) ANY INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 10; (b) LIABILITY RESULTING FROM EITHER PARTY’S MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY’S OR A THIRD PARTY’S INTELLECTUAL PROPERTY; (c) LIABILITY RESULTING FROM BREACH OF SECTION 1.4; (d) CUSTOMER’S LIABILITY FOR FEES UNDER THIS AGREEMENT; (e) LIABILITY RESULTING FROM EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (f) ANY LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

9.4. The parties agree that the limitations specified in this Section 9 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10. INDEMNIFICATION

10.1. Paramify Indemnification. Paramify shall indemnify and hold harmless Customer, its licensors and its affiliates, officers, directors, employees, and agents from and against all third-party claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with any and all claims brought by a third party alleging that the Product violates, infringes, or misappropriates the patent, copyright, trademark, or other intellectual property rights of any third-party, provided that Paramify shall have received from Customer: (a) prompt written notice of such claim (but in any event notice in sufficient time for Paramify to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim; and (c) all reasonable necessary cooperation of Customer. If Customer’s use of the Product is, or in Paramify’s opinion is likely to be, enjoined due to a claim of infringement, or if required by settlement, Paramify may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Product; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for



the portion of the Contract Term which was paid by Customer but not rendered by Paramify. The foregoing indemnification obligations of Paramify shall not apply: (1) if the Product is modified by any party other than Paramify, but solely to the extent the alleged infringement is caused by such modification; (2) the Product is combined with other products or processes not authorized by Paramify, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Product; or (4) any action arising as a result of Customer Data or any third-party deliverables or components contained within the Product. THIS SECTION 10 SETS FORTH PARAMIFY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.2. Customer Indemnification. Customer shall indemnify and hold harmless Paramify, its licensors and its affiliates, officers, directors, employees, and agents from and against all third party claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) any action taken (or not taken) by Customer based upon use of the Product; (ii) any Customer Data; and (iii) any service or product offered by Customer in connection with or related to the Product, provided that Customer shall have received from Paramify: (i) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Paramify.

11. CONFIDENTIAL INFORMATION

11.1. Each party agrees that all code, inventions, know-how, business, technical information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Paramify Technology, performance information relating to the Product, and the terms and conditions of this Agreement shall be deemed Confidential Information of Paramify without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. Customer Data shall be deemed Confidential Information of Customer without any marking or further designation subject to the terms of Section 2 above. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such

information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). For the avoidance of doubt, aggregated and anonymized data derived in connection with this Agreement shall be deemed not to be Confidential Information of Customer. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. In the event of any conflict between the terms of this Section 11 and the confidentiality terms contained in any other agreements between the parties, the terms of this Section 11 shall prevail.

12. GENERAL TERMS

12.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 12.1 will be null and void.

12.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

12.3. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Utah and the United States without regard to conflicts of laws provisions thereof. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Salt Lake City, Utah and both parties hereby submit to the personal jurisdiction of such courts.

12.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

12.5. Notice. Any notice or communication required or permitted under this Agreement shall be in writing to the parties at their respective addresses of record or at such other address as may be given in writing by either party to the other in accordance with this Section and shall be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

12.6. Amendments; Waivers. Except as otherwise set forth in the Order Form, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly



authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

12.7. Third Party Beneficiaries. Except as expressly set forth in this Agreement, no provisions of this Agreement are intended nor will be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party.

12.8. Feedback. If Customer provides Paramify with any feedback or suggestions regarding the Product ("Feedback"), Customer hereby assigns to Paramify all rights in such Feedback and agrees that Paramify shall have the right to use and fully exploit such Feedback and related information in any manner Paramify deems appropriate. Paramify will treat any Feedback provided by Customer as non-confidential and non-proprietary.

12.9. Publicity; References. Provided that Paramify complies with trademark usage requirements notified to it by Customer, Paramify may refer to Customer (including on its website and in its related marketing materials and communications) as one of Paramify's customers and may use Customer's logo as part of such reference(s). Upon prior written notice to Customer, Paramify may issue a press release announcing the relationship between Paramify and Customer.

12.10. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Product is an on-line, subscription-based product, and that in order to provide improved customer experience Paramify may make changes to the Product. All exhibits to this Agreement are a part of this Agreement.

12.11. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, pandemics, quarantines, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

12.12. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

[signature page to follow]



The Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Paramify, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

Customer Name: _____

Address: _____