



## SOFTWARE END USER LICENSE AGREEMENT

This Software End User License Agreement (the "Agreement"), is by and between Stonebranch, Inc. ("Stonebranch") and the entity entering into this Agreement ("User"). Stonebranch and User may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, User desires to obtain a license to use the Software for its internal business purposes and has signed a related customer agreement and order form ("Order Form") with Stonebranch or a Stonebranch authorized reseller; or desires to obtain a trial license of the Software; and

WHEREAS, by downloading, installing and using the Software, User accepts the terms and conditions of this Agreement. You as individual acting on behalf of the User warrant that you have the authority to accept the terms of this agreement for such entity.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

**"Documentation"** means Stonebranch's user manuals, handbooks, and installation guides relating to the Software/end user documentation relating to the Software that Stonebranch provides or makes available to User which describe the functionality, components, features, or requirements of the Software, including any aspect of the installation, configuration, integration, operation, or use of the Software.

**"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

**"Maintenance Release"** means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Documentation, that Stonebranch may provide to User from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any New Version.

**"New Version"** means any new version of the Software that Stonebranch may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Stonebranch's designation of a new version number), and which Stonebranch may make available to User at an additional cost under a separate written agreement.

**"Permitted Use"** means use of the Software by User for the benefit of User in the ordinary course of its internal business operations.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Software" means all software products and solutions and related documentation provided by Stonebranch as designated in the attached Order Form executed by the Parties and referencing this Agreement, and updates, upgrades and documentation related to the Software provided by Stonebranch.

2. License.

2.1 License Grant. Subject to and conditioned on User's payment of Fees and compliance with all other terms and conditions of this Agreement and applicable customer agreement and Order Form with Stonebranch or a Stonebranch authorized reseller, Stonebranch hereby grants to User a non-exclusive, non-sublicensable, and non-transferable license to use the Software solely for the Permitted Use during the Term. Particulars regarding the nature of the Software licensed to User (e.g., SaaS, on premises, etc.) shall be set forth in the Order Form.

2.2 Reservation of Rights. Stonebranch and its licensors or suppliers own and retain all right, title and interest, including all copyrights, patents, trade secret rights, trademarks, and other Intellectual Property Rights, in and to the Software and Documentation and any improvements, modifications, or enhancements thereto. All copies of the Software and Documentation provided or made available to User are licensed, not sold. Except as expressly provided herein, this Agreement does not grant User any rights under Stonebranch's or its licensor's patents, copyrights, trade secrets, trademarks or other Intellectual Property Rights, and all rights not expressly provided to User hereunder are reserved by Stonebranch and its licensors.

2.3 Security Measures. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. User acknowledges and agrees that: (a) Stonebranch may use these and other lawful measures to verify User's compliance with the terms of this Agreement and enforce Stonebranch's rights, including all Intellectual Property Rights, in and to the Software; (b) Stonebranch may deny any individual access to and/or use of the Software on written notice to User if Stonebranch, in its reasonable discretion, believes that person's use of the Software would violate any provision of this Agreement; and (c) Stonebranch and its representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about User's computers, systems and software, that Stonebranch may gather periodically to improve the performance of the Software or develop Maintenance Releases.

2.4 Trial License. A trial license granted by Stonebranch are for (a) for User's internal evaluation and determination whether to acquire a license to the Products for a fee or a trial time period, provided by Stonebranch ("Trial Period"), (b) if User is an authorized Stonebranch Partner, for internal training usage and/or demonstrations to prospective customers. Trial licenses are revocable, non-exclusive, and non-transferable. Software with Trial/Test license shall not be used to process production data, or for development, commercial, or production purposes, or Stonebranch Partner service delivery activities. Upon termination or expiration of the Trial Period (if applicable) or the applicable license term, in case of SaaS Stonebranch may delete all User collected data input into the Software during the Trial Period. A Trial license creates no obligation on the part of a trial User purchase a license to any Software or for Stonebranch to provide such license to User. During Trial Period, without prejudice to any other remedies, either party shall have the right at any time by giving notice to the other to terminate the Agreement forthwith.

3. License Restrictions. Except as this Agreement expressly permits, User shall not, and shall not permit or encourage any third party to: (a) alter, modify, adapt, translate, reverse engineer, disassemble, decompile, or attempt to derive the source code of the Software or any part thereof, except to the extent that such activities are permitted under applicable law; (b) sell, lease, rent, sublicense, redistribute or otherwise transfer or convey the Software or Documentation to any third party; (c) use the Software for any time-sharing, outsourcing, service bureau, hosting, application service provider or like purposes; (d) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Stonebranch or its

suppliers contained on or within any copies of the Software or Documentation; (e) use the Software other than as described in the applicable Documentation, or with any unsupported software or hardware (as described in the applicable Documentation); (f) disclose the results of any benchmark tests on the Software without Stonebranch's prior written consent; or (g) use the Software or Documentation for any unlawful purpose. Any violation of any of the foregoing restrictions shall be a material breach of this Agreement.

4. Delivery. Unless otherwise specifically provided in the Order Form (e.g., in the event that User elects a SaaS subscription), Stonebranch shall deliver to User the Software. The use of the Software shall be limited to the authorized location(s), defined as the address(es) for User on the applicable Order Form or otherwise agreed to by Stonebranch in writing. Delivery shall be deemed complete when Stonebranch physically delivers, or causes a third party to deliver, the Software to User, or makes the Software available to User for downloading from Stonebranch's designated location and has provided User with the appropriate authorization to access the location. Stonebranch will provide User with a license key that is required to activate and use the Software. The license key will be provided via email or other like method at Stonebranch's discretion. The license key is used to ensure that the Software operates in accordance with the license granted to the User as specified in the Order Form. As such, the Software may contain protective measures to prevent the Software from being used beyond the bounds of the license. User consents to such activity and agrees not to disable, attempt to disable, or tamper with the license key system or any other such license enforcement technology.

5. Records and Audit. User shall establish and maintain complete and accurate records related its access and use of the Software and any such other information as reasonably necessary for Stonebranch to verify User's compliance with this Agreement. Such records shall be kept for at least 3 years following the end of the quarter to which they pertain. Upon prior notice, Stonebranch or its representative may inspect such records to confirm User's compliance with this Agreement. User shall promptly make all adjustments required to compensate for any errors or breach discovered by such audit, such as underpayment of any fees to Stonebranch or Stonebranch's reseller or distributor, with the applicable late payment interest. Additionally, if User has underpaid Stonebranch or Stonebranch's reseller or distributor by more than 5% of the total amount owed hereunder, User shall bear the cost of the audit.

6. Support and Maintenance Releases. If selected and ordered by User, as indicated in the Order Form, and subject to User's continued compliance with the terms of this Agreement, Stonebranch will provide User with support and maintenance services (the "Services") related to the Software in accordance with the terms and conditions in Stonebranch's Support and Maintenance Policy available at <https://stonebranch.zendesk.com> and as may be amended from time to time in Stonebranch's sole discretion ("Support and Maintenance Terms and Conditions"). The Support and Maintenance Terms and Conditions are incorporated herein by reference. Any Software updates or upgrades provided by Stonebranch shall be considered part of the Software and subject to the terms and conditions of this Agreement. User must install such updates or upgrades in accordance with Stonebranch's instructions. User acknowledges and agrees that any failure to install updates or upgrades may limit Stonebranch's ability to provide User with maintenance and support and may limit the functionality, performance and/or operation of the Software. User does not have any right hereunder to receive any New Versions of the Software that Stonebranch may, in its sole discretion, release from time to time.

7. Confidentiality.

7.1 Confidential Information. In connection with this Agreement, each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that: (a) if disclosed in writing or other tangible form or medium, is marked "confidential" or "proprietary"; (b) if disclosed orally or in other intangible form or medium, is identified by the Disclosing Party or its Representative as confidential or proprietary when disclosed; or (c) due to the nature of its subject matter or the circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary. Without limiting the foregoing: (i) the Software and

Documentation are the Confidential Information of Stonebranch; and (ii) the financial terms of this Agreement are the Confidential Information of Stonebranch.

7.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

7.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 8; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (d) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section.

7.4 Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its representatives.

7.5 Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party will: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

## 8. Intellectual Property Rights.

8.1 Acknowledgement of Rights. User acknowledges and agrees that: (a) User does not have under or in connection with this Agreement any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights; (b) Stonebranch is the sole and exclusive owner of all right, title, and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to User under this Agreement; and (c) User hereby unconditionally and irrevocably assigns to Stonebranch its entire right, title, and interest in and to any

Intellectual Property Rights that User may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

8.2 User Cooperation and Notice of Infringement. User shall, during the Term: (a) take all commercially reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access; (b) at Stonebranch's expense, take all such steps as Stonebranch may reasonably require to assist Stonebranch in maintaining the validity, enforceability and Stonebranch's ownership of the Intellectual Property Rights in the Software and Documentation; (c) promptly notify Stonebranch in writing if User becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of Stonebranch's Intellectual Property Rights in or relating to the Software or Documentation; or (ii) any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person.

8.3 No Implied Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to User or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

8.4 Feedback. Any feedback, comments, suggestions, bug reports, log files, or other information provided by User to Stonebranch related to or in connection with the Software or its support and maintenance ("Feedback") shall belong solely to Stonebranch and Stonebranch may use such Feedback for any business purposes without restriction, including without limitation for product development and support.

## 9. Representations and Warranties.

9.1 Mutual Representations and Warranties. Each Party represents, warrants, and covenants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, and authorizations it grants and is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

9.2 Limited Warranty. Stonebranch warrants during the subscription term specified in the Order Form (or, with respect to perpetual licenses, for a period of 90 days from the date User first downloaded the Software) (the "Warranty Period"): (a) the Software will substantially conform to the Documentation, when installed, operated, and used as recommended in the Documentation and in accordance with this Agreement. The limited warranties set forth in Section 9.2 apply only if User: (a) notifies Stonebranch in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that Stonebranch previously made available to User; and (c) as of the date of notification, is in compliance with all terms and conditions of this Agreement (including the payment of all license fees then due and owing).

9.3 Exceptions. Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in Section 9.2 does not apply to problems arising out of or relating to: (a) Software, or the media on which it is provided, that is modified or damaged by User or its representatives; (b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation,

including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for User's use in the Documentation, unless otherwise expressly permitted by Stonebranch in writing; (c) User's or any third party's negligence, abuse, misapplication, or misuse of the Software, including any use of the Software other than as specified in the Documentation; (d) User's failure to promptly install all Maintenance Releases that Stonebranch has previously made available to User; (e) the operation of, or access to, User's or a third party's system or network; (f) User's material breach of any provision of this Agreement; or (g) any other circumstances or causes outside of the reasonable control of Stonebranch.

9.4 Remedial Efforts. If Stonebranch breaches, or is alleged to have breached, any of the warranties set forth in Section 9.2, Stonebranch may, at its sole option and expense, take any of the following steps to remedy such breach: (a) replace any damaged or defective media on which Stonebranch supplied the Software; (b) repair the Software; and/or (c) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software hereunder). The remedies set forth in this Section 9.4 are User's sole remedies and Stonebranch's sole liability under the limited warranty set forth in Section 9.2.

#### 9.5 DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 9.2, ALL LICENSED SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS, AND SERVICES PROVIDED BY STONEBRANCH ARE PROVIDED "AS IS." STONEBRANCH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, STONEBRANCH MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET USER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

### 10. Indemnification.

10.1 Intellectual Property Indemnification. Stonebranch will defend at its own expense any third party legal actions brought against User to the extent arising out of or in connection with any claims that the Software infringes or violates any United States copyright of any third party during the term of this Agreement ("Claim"), on the condition that User promptly notifies Stonebranch of the Claim and gives Stonebranch sole and exclusive control of the defense and settlement of the Claim. User may not settle or compromise any Claim without Stonebranch's prior written consent. If User is, or may become, legally prohibited from continued use of the Software by reason of an actual Claim, Stonebranch will, at its sole option, (a) obtain for User the right to use the Software, (b) replace or modify such Software so that it is no longer subject to a Claim, but performs similar functions, or (c) immediately terminate this Agreement and refund to User the license fees User has paid in respect of the Software. Stonebranch will have no liability for any Claim based on (i) use of other than the current release of the Software (if the Claim could have been avoided by that release and User has been so notified), or (ii) any use of the Software, modification of Software, or the combination of the Software with any other software not approved in writing by Stonebranch.

THIS SECTION SETS FORTH USER'S SOLE REMEDIES AND STONEBRANCH'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10.2 Use Indemnification. User hereby agrees to defend, indemnify, and hold Stonebranch harmless from and against any claim, liability, loss, injury, damage, cost or expense (including reasonable attorneys' fees) incurred by Stonebranch arising out of or in connection with User's breach of this Agreement or User's use of the Software.

11. Limitations of Liability.

FOR PURPOSES OF THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, "STONEBRANCH" SHALL INCLUDE STONEBRANCH, ITS AFFILIATES, SUBSIDIARIES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF EACH OF THEM. SUBJECT TO APPLICABLE LAW AND NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, IN NO EVENT WILL STONEBRANCH, BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, LOST PROFITS, OR COST OF COVER) REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY. EXCEPT FOR STONEBRANCH'S EXPLICIT WARRANTY OBLIGATIONS IN SECTION 9, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, STONEBRANCH'S LIABILITY TO USER IS LIMITED TO THE AMOUNT PAID OR PAYABLE BY USER TO STONEBRANCH FOR THE PRODUCT OR APPLICATION SOFTWARE THAT IS THE SUBJECT OF SUCH DAMAGES DURING THE YEAR OF THE CLAIM. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS SECTION 12 APPLIES WHETHER OR NOT DAMAGES WERE FORESEEABLE, EVEN IF STONEBRANCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THESE TERMS. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT APPLY TO DAMAGES FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY STONEBRANCH, FOR WHICH USER HAS THE RIGHT TO PROVEN DIRECT DAMAGES.

12. Term and Termination.

12.1 Term. This Agreement is effective from the license term start date and shall continue for the license term set forth in the Order Form (the "Term") unless terminated as provided herein. In any case and for trial licenses, by downloading, installing and using the Software this Agreement comes into effect.

12.2 Termination by Stonebranch. This Agreement and any license hereunder may be terminated by Stonebranch: (i) if User fails to make any payments due hereunder within fifteen (15) days after Stonebranch or Stonbernach authorized reseller delivers notice of default to User; (ii) by giving prior written notice to User if User fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from User's receipt of Stonebranch's notice to cure such non-performance of material obligation; or (iii) if User files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

12.3 Termination by User. This Agreement may be terminated by User by giving prior written notice to Stonebranch if Stonebranch fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Stonebranch's receipt of User's notice to cure such non-performance of material obligation. Such notice shall describe, in detail, Stonebranch's alleged non-performance and shall describe, in detail, the steps User believes Stonebranch must take to remedy such alleged non-performance.

12.4 Effect of Termination. In the event of any expiration or termination of this Agreement, all licenses granted hereunder terminate immediately and User must (a) immediately cease using the Software, remove it from the hardware platform on which User installed it, and (b) destroy any copies of the Software and Documentation in its possession or control, or return all such copies to Stonebranch. Should You choose to destroy the Software and/or Documentation, User hereby agrees to provide written certification of such destruction upon Stonebranch's request. Termination of this Agreement shall not prevent Stonebranch or its licensors from claiming any further damages. Sections 2.2, 3, 5, 7, 8, 9.5, 10, 11 and 134 shall survive any termination or expiration of this Agreement.

12.5 Equitable Remedies. User agrees that Stonebranch would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore User agrees that Stonebranch shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Stonebranch may otherwise have available to it under applicable laws.

13. Miscellaneous.

13.1 Further Assurances. On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

13.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

13.3 Assignment. Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that Stonebranch may assign or otherwise transfer this Agreement without User's consent in connection with a corporate reorganization, merger, acquisition, sale of assets or stocks, or change of control of Stonebranch.

13.4 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of Georgia (USA) if the User Address shown on the Order Form is located in any nation in North America or South America; or (b) the Federal Republic of Germany ("German Law") if the User Address shown on the Order Form is located in any nation not in North America or South America. The respective courts of Fulton County, Georgia when Georgia law applies, and the courts located in Frankfurt am Main, Germany when German Law applies, shall have exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

13.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding between User and Stonebranch regarding the subject matter herein. No change to this Agreement shall be binding upon Stonebranch unless specifically agreed to in the Order Form or in a written amendment to this Agreement signed by an authorized representative of Stonebranch. Any terms and conditions of a User purchase order or other ordering document for the Software from User shall not be binding upon and are specifically disclaimed by Stonebranch, and this Agreement shall supersede any such terms.

13.6 Severability; Waiver. If any provision of this Agreement is found to be illegal or unenforceable, such provision shall be reformed to the extent necessary to make it enforceable, and the remaining provisions of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

13.7 Export Controls. The Software and any technical data related to the Software may not be exported, re-exported or used in any manner in violation of the laws, statutes, executive orders or regulations of the United States of America or of any country to which the Software has been legally exported or re-exported. User shall fully comply with all applicable United States and foreign export law, regulations and license restrictions relating to the Software and Documentation. Without limiting the foregoing, the Software may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; (ii) any end user known, or



having reason to be known, will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, User is agreeing to the foregoing and is representing and warranting that User is not located in, under the control of, or a national or resident of any such country or on any such list.

13.8 U.S. Government Restricted Rights. The Software and Documentation, and any technical data related to the Software or Documentation, is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. If the end user of the Software is the U.S. Government or an agency or department thereof, the Software is only delivered as a Commercial Item subject to the license grant and the other terms and conditions set forth in this Agreement. Acquisition of the Software by the U.S. Government or an agency or department thereof shall only be under FAR or DFAR provisions for ACQUISITION OF COMMERCIAL ITEMS and any such acquisition shall not alter the grant or the terms and conditions of this Agreement.

13.9 Third Party Software. The Software may be distributed with software governed by licenses from third parties ("Third Party Software"). Notwithstanding anything to the contrary in this Agreement, all Third Party Software is licensed to User solely under the terms of the corresponding third party license agreements provided or referenced in the text files included with the Software. Stonebranch makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to any Third Party Software. If the applicable third party licenses provide for the availability of source code of such Third Party Software and such source code is not already included in the Software's distribution, please contact Stonebranch to obtain such source code.

13.10 Notices. Any notice, request, consent, claim, demand, waiver, or other communication under this Agreement have legal effect only if in writing and addressed to a Party as follows (or to such other address or such other person that such addressee Party may designate from time to time in accordance with this Section:

If to  
Stonebranch: 4550 North Point Parkway, Suite 400  
Alpharetta, GA, 30022, USA  
Email: contact\_us@stonebranch.com  
Subject: End-Use License Agreement Notice

If to  
Customer: As designated in the related customer agreement with Stonebranch or a  
Stonebranch authorized reseller

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth (5<sup>th</sup>) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13.11 Force Majeure. In no event will Stonebranch be liable or responsible to User, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Stonebranch's reasonable control (a "Force Majeure Event"), including (i) acts of God; (ii) flood, fire, earthquake, pandemics, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; and (vi) national or regional emergency. Stonebranch may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 60 days or more.

13.12 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.