

Software End User License Agreement

This End User License Agreement, including the Order Form which by this reference is incorporated herein (this “**Agreement**”), is a binding agreement between PMSquare, LLC (“**Licensor**”) and the person or entity identified on the Order Form as the licensee of the Software (“**Licensee**”).

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY SIGNING BELOW, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD OR INSTALL THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR LICENSEE’S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR’S SOFTWARE.

1. **Definitions.** For purposes of this Agreement, the following terms have the following meanings:
 - 1.1. “**Authorized Users**” means solely those individuals authorized to use the Software pursuant to the license granted under this Agreement, as set forth on the Order Form.
 - 1.2. “**Documentation**” means user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.
 - 1.3. “**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.
 - 1.4. “**Licensee**” has the meaning set forth in the preamble.
 - 1.5. “**License Fees**” means the license fees, including all taxes thereon, paid or required to be paid by Licensee for the license granted under this Agreement.
 - 1.6. “**Licensor**” has the meaning set forth in the preamble.
 - 1.7. “**Order Form**” means the order form filled out and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee’s purchase of the license for the Software granted under this Agreement.
 - 1.8. “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
 - 1.9. “**Software**” means the software programs for which Licensee is purchasing a license, as expressly set forth in the Order Form.
 - 1.10. “**Term**” has the meaning set forth in Section 11.

- 1.11. **“Third Party”** means any Person other than Licensee or Licensors.
- 1.12. **“Update”** has the meaning set forth in Section 7.2.
- 2. **License Grant and Scope.** Subject to and conditioned upon Licensee’s payment of the annual and/or monthly License Fees specified on Licensee’s order form and Licensee’s strict compliance with all terms and conditions set forth in this Agreement, Licensors hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through its Authorized Users, the Software and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this Agreement. This license grants Licensee the right, exercisable solely by and through Licensee’s Authorized Users, to:
 - 2.1. Download, copy, and install in accordance with the Documentation one copy of the Software on one computer owned or leased, and controlled by, Licensee.
 - 2.2. Use and run the Software in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Licensee’s internal business purposes.
 - 2.3. Download or otherwise make one copy of the Documentation per copy of the Software permitted to be downloaded and installed in accordance with this Agreement and use such Documentation, solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Licensee:
 - 2.3.1. will be the exclusive property of Licensors;
 - 2.3.2. will be subject to the terms and conditions of this Agreement; and
 - 2.3.3. must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.
 - 2.4. Transfer any copy of the Software from one computer to another, provided that: the number of computers on which the Software is installed at any one time does not exceed the number permitted under Section 2.1.
- 3. **Third-Party Materials.** The Software may include software, content, data, or other materials, including related documentation, that are owned by Persons other than Licensors and that are provided to Licensee on licensee terms that are in addition to and/or different from those contained in this Agreement (**“Third-Party Licenses”**). A current list of these Third Party Licenses is included in Addendum A attached herein. Licensee is bound by and shall comply with all Third-Party Licenses. Any breach by Licensee or any of its Authorized Users of any Third-Party License is also a breach of this Agreement.
- 4. **Use Restrictions.** Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:
 - 4.1. use (including make any copies of) the Software or Documentation beyond the scope of the license granted under Section 2;
 - 4.2. provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Software or Documentation;
 - 4.3. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;

- 4.4. combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- 4.5. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- 4.6. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;
- 4.7. except as expressly set forth in Section 2.1 and Section 2.3, copy the Software or Documentation, in whole or in part;
- 4.8. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 4.9. use the Software or Documentation in violation of any law, regulation, or rule; or
- 4.10. use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.
- 5. **Responsibility for Use of Software.** Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.
- 6. **Compliance Measures.**
 - 6.1. The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 4. Licensee shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.
 - 6.2. Licensee acknowledges the Licensor's right to audit Licensee's use of the Software to ensure that this use comports with this Agreement, including any terms and limitations specified in the Order Form at any time. The Licensor will conduct such an audit in a reasonable manner. Furthermore, Licensee agrees to assist Licensor in this audit, and to not impede it in any way, in order to ensure its conclusion within a reasonable time.
- 7. **Maintenance and Support.**
 - 7.1. Subject to Section 7.3, the license granted hereunder entitles Licensee to the basic software maintenance and support services under such terms and conditions set forth on Licensor's website located at <http://www.pmsquare.com>;
 - 7.1.1. for the date set forth on the Order Form; and

7.1.2. thereafter, solely if Licensee purchases additional support services.

7.2. Maintenance and support services will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, “**Updates**”) as Licensor makes generally available free of charge to all licensees of the Software then entitled to maintenance and support services. Licensor may develop and provide Updates in its sole discretion, and Licensee agrees that Licensor has no obligation to develop any Updates at all or for particular issues. Licensee further agrees that all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. Licensee acknowledges that Licensor may provide all Updates via download from a website designated by Licensor and that Licensee’s receipt thereof will require an internet connection, which connection is Licensee’s sole responsibility. Licensor has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Software that Licensor may issue as a separate or new product, and Licensor may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

7.3. Licensor has no obligation to provide maintenance and support services, including Updates:

7.3.1. for any but the most current version or release of the Software;

7.3.2. for any copy of Software for which all previously issued Updates have not been installed;

7.3.3. if Licensee is in breach under this Agreement;

7.3.4. if this Agreement is terminated; or

7.3.5. for any Software that has been modified other than by Licensor, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Licensor in writing.

8. **Licensor’s Privacy Policy for the Collection and Use of Information.**

8.1. This section explains how Licensor collects, uses, and discloses the data that Licensee provides online and offline in connection with the installation and use of the Software.

8.2. Licensee acknowledges that these terms only relate to Licensor’s use of information that the Licensee has uploaded to and exists on the Licensee’s IBM Cognos account. As such, Licensee acknowledges that Licensor is not responsible nor liable for any damages resulting from IBM’s own policies and practices regarding Licensee’s information. For Licensee’s convenience, these policies may be found at the following address: https://www.ibm.com/privacy/details/us/en/privacy_shield.html.

8.3. **Personal Data.**

8.3.1. “Personal Data” is information that identifies an individual or relates to an identifiable individual. What Personal Data the Licensor collects is necessary to communicate with Licensee, to provide the Software and any related services to Licensee, to improve the same, and to fulfill any regulatory or legal obligations.

8.3.2. The Personal Data which Licensor collects consists of only that which Licensee directly provides, such as name; account details and related contact information; postal address; telephone, fax, email address, and other identifying addresses for electronic communications; date of birth; telephone or electronic recordings; and/or Personal Data in any documentation that Licensee provides Licensor.

8.4. Other Information.

- 8.4.1. Licensors may also collect Other Information through Licensee's use of the Software or its related services. "Other Information" is any information that does not reveal a person's specific identity or does not directly relate to an identifiable individual, such as: browser and device information; online usage data; information collected through cookies, pixel tags, and other technologies; demographic information and other information provided by Licensee that does not reveal a person's specific identity; and survey responses and similar information which reveals views and preferences but which does not reveal a person's specific identity.
- 8.4.2. If Licensors are required to treat Other Information as Personal Data under applicable law, then Licensors may use and disclose it for the purpose for which Licensors use and disclose Personal Data as detailed in this Section 8.

8.5. Collection of Personal Data and Other Information.

- 8.5.1. Licensors collect Personal Data directly from Licensee when Licensee licenses the Software, signs up for, and uses the services we provide through the Software or through the communications required for Licensors to provide the same or respond to Licensee when Licensee contacts the Licensors. When Licensors request this information from Licensee, Licensors also provide notice of its privacy and data protection policies. Given Licensee's notice of Licensors' policies, Licensee acknowledges that by providing the Licensors with information such as Personal Data is Licensee's consent to Licensors' use of this information to provide the Software and its related services to Licensee.
- 8.5.2. Licensee acknowledges that Licensors do not require or request that any user names or emails created or used under this license or through the Software and its related services contain Personal Data. Furthermore, Licensee acknowledges that should it or any Authorized Users provide emails or user names containing Personal Data that are associated with this license or the use of the Software and its related services, they do so at their own risk.
- 8.5.3. Licensee acknowledges that by installing the Software, which will integrate into the Licensee's IBM Cognos account, Licensee affirmatively consents to Licensors' access, storage, processing, and use of Other Information regarding the Licensee's use of the IBM Cognos web application, any Personal Data associated with such use (such as usernames), as well as any other information necessary for Licensors to provide the Software and any related services to the Licensee.
- 8.5.4. Licensee acknowledges that Licensors may, directly or indirectly through the services of Third Parties, collect and store Other Information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used.
- 8.5.5. Licensee agrees that the Licensors may use such information for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to: (a) providing the Software and its related services to you, including analytics related to Authorized User use of the Software; (b) communicating updates and other news to Licensee via email; (c) responding to direct inquiries; (d) improving the performance of the Software or developing Updates; (e) verifying Licensee's compliance with the terms of this Agreement and enforcing the Licensors' rights, including all Intellectual Property Rights in and to the Software; and (f) anonymizing information regarding Licensee's use of the Software for statistical use in industry reports that we may share with you and others to better understand how the Software is used and applied.
- 8.5.6. Licensors do not sell any of the Licensee's Personal Data to third parties.

8.6. Information Collected Through Automatic Data Collection Technologies.

- 8.6.1. As Licensee navigates through and interact with the Software online, Licenser may use automatic data collection technologies to collect certain information about Licensee's equipment, browsing actions, and patterns, including: (a) details of Licensee's visits to the Software's online portal, including traffic data, location data, logs, and other communication data and the resources that Licensee accesses and uses through the Software's online portal; and (b) information about Licensee's computer and internet connection, including IP addresses, operating systems, and browser types.
- 8.6.2. The information Licenser collects automatically helps Licenser to improve the Software and its services by delivering a better and more personalized service, including by enabling Licenser to: (a) estimate its audience size and usage patterns; (b) store information about Licensee's preferences, allowing Licenser to customize the Software and services for Licensee; (c) speed up Licensee's searches and/or queries; and (c) recognize Licensee when Licensee returns to the Software's online portal.
- 8.6.3. The technologies Licenser uses for this automatic data collection may include: Google Analytics, which uses cookies and similar technologies to collect and analyze information about use of the Software's online portal and report on activities and trends. This service may also collect information regarding the use of other websites, apps, and online resources. For more information about Google's practices, please visit the following link:
www.google.com/policies/privacy/partners.

8.7. Other Uses or Disclosures

- 8.7.1. Licenser may use and disclose Personal Data as Licenser believes to be necessary or appropriate: to comply with applicable laws, regulatory, and courts, all of which may be outside of the country in which the Licensee is located. Licenser may also use and disclose Personal Data as Licenser believes to be necessary or appropriate to protect the Licenser's rights, privacy, safety, property, and/or that of Licenser's affiliates, Licensee, or others.
- 8.7.2. Licenser may use, disclose, or transfer Personal Data to a third party (a) in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of Licenser's business or assets (including in connection with any bankruptcy or similar proceedings) and/or (b) to third parties as Licensee requests.

8.8. Data Transfers.

- 8.8.1. Licenser recognizes that there are additional risks that countries, such as those in the EU, associate with transferring Personal Data to the United States. As a U.S.-based company, Licenser works hard to mitigate these risks through not only its security measures but also by only using trusted third-party services to help store, protect, and transfer the Licensees' information and communicate with them. To ensure this security, Licenser only uses trusted third-party services who comply with the EU-U.S. and Swiss-U.S. Privacy Shield Framework in order to provide Licensee data adequate protection when Licenser communicates with Licensees, stores Licensee information, and facilitates its transfer to Licenser. These services include: Amazon Web Services, MongoDB, IBM, and Jira Software (Atlassian, Inc.). The certifications for each of these services may be found at the following address: www.privacyshield.gov.
- 8.8.2. Licenser is, however, not responsible for the privacy or other practices of any third parties.

8.9. Choices and Access.

- 8.9.1. Licensee may opt-out from receiving electronic marketing communications from Licensor by emailing THRIVE@pmsquare.com. Licensor will try to comply with Licensee's request(s) as soon as reasonably practicable. Licensor, however, may still send Licensee important administrative, service, or transaction-related messages.
- 8.9.2. If Licensee would like to request to review, correct, update, suppress, restrict, or delete any Personal Data that Licensee has previously provided to Licensor, please contact THRIVE@pmsquare.com. Please note that Licensor may need to retain certain information for recordkeeping purposes and/or to complete any transactions that Licensee began prior to requesting a change or deletion. There may also be residual information that will remain within Licensor's databases and other records, which will not be removed.
- 8.10. **Sensitive Information.** Licensor does not collect sensitive Personal Data in connection with the Software. Please do not send Licensor any Personal Data, such as information related to racial or ethnic origin, political opinions, religious or philosophical beliefs, health, biometric or genetic characteristics, criminal background or trade union membership ("**Special Data**").
- 8.11. **Use of the Software by Minors.** The Software and any related services are not directed to individuals under the age of eighteen, and Licensor does not knowingly collect Personal Data from individuals under 18.
- 8.12. **Updates to Licensor's Privacy Policies.** Licensor may change its privacy policies and practices as described in this Section 8 from time to time. When Licensor makes such changes, Licensor will notify Licensees directly.
- 8.13. Please note that Licensee may request that Licensor take certain actions involving the information that Licensee directly provides to Licensor. Licensee may request that Licensor provide you with access to this information, update it, and/or delete it by emailing THRIVE@pmsquare.com. Licensee may also revoke the consent Licensee has given us by emailing the same address; however, this does not affect information that has already been processed or Licensor's ability to respond to Licensee's direct request. Additionally, Licensee acknowledges that revoking consent will materially affect Licensor's ability to provide its services through the Software.
- 8.14. **California Privacy Rights.** California Civil Code Section §1798.83 permits users of our Services that are California residents to request certain information regarding our disclosure of Personal Data to third parties for their direct marketing purposes. To make such a request, please send an email to THRIVE@pmsquare.com.
- 8.15. **Additional Information.** Licensees in the EU and greater European Economic Area, please note that you may file a complaint with a supervisory authority in your relevant country or region regarding this notice and Licensor's data protection policies and practices.
- 8.16. **Contact Information.** Licensor is responsible for the collection, use, and disclosure of Licensee's Personal Data under this Section 8. To ask questions or comment about the privacy-related policies and practices in this Section, please contact THRIVE@pmsquare.com.
9. **Intellectual Property Rights.** Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Licensor reserves and shall retain its entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Agreement. Licensee shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse,

or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor, at Licensor's sole expense, in any legal action taken by Licensor to enforce its Intellectual Property Rights.

10. **Payment.** All License Fees and Support Fees are payable in advance in the manner set forth in the Order Form and are non-refundable. Any renewal of the license or maintenance and support services hereunder shall not be effective until the fees for such renewal have been paid in full.
11. **Term and Termination.**
 - 11.1. This Agreement and the license granted hereunder shall remain in effect for the duration of the license specified in the Order Form or until terminated as set forth herein (the "**Term**").
 - 11.2. Licensee may terminate this Agreement by ceasing to use and destroying all copies of the Software and Documentation.
 - 11.3. Licensor may terminate this Agreement, effective upon written notice to Licensee, if Licensee breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for seven days after Licensor provides written notice thereof.
 - 11.4. Licensor may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.
 - 11.5. Licensor may terminate this Agreement for any other reason than those listed in this Section, effective thirty days following written notice to Licensee.
 - 11.6. Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay all License Fees and Support Fees that may have become due before such expiration or termination, or entitle Licensee to any refund, in each case except as set forth in Section 12.4.2.
12. **Limited Warranties, Exclusive Remedy, and Disclaimer/Warranty Disclaimer.**
 - 12.1. Solely with respect to Software for which Licensor receives a License Fee, Licensor warrants that, for a period thirty days following the purchase date set forth on the Order Form:
 - 12.1.1. any media on which the Software is provided will be free of material damage and defects in materials and workmanship under normal use; and
 - 12.1.2. the Software will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith.
 - 12.2. THE FOREGOING WARRANTIES DO NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.
 - 12.3. The warranties set forth in Section 12.1 will not apply and will become null and void if Licensee breaches any provision of this Agreement, or if Licensee, any Authorized User, or any other Person provided access to the Software by Licensee or any Authorized User, whether or not in violation of this Agreement:

- 12.3.1. installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Licensor in writing;
 - 12.3.2. modifies or damages the Software, or the media on which it is provided, including abnormal physical or electrical stress; or
 - 12.3.3. misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by Licensor in writing.
- 12.4. If, during the period specified in Section 12.1, any Software covered by the warranty set forth in such Section fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty pursuant to the Section 12.2, Licensor will, subject to Licensee's promptly notifying Licensor in writing of such failure, at its sole option, either:
- 12.4.1. repair or replace the Software, provided that Licensee provides Licensor with all information Licensor reasonably requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or
 - 12.4.2. refund the License Fees paid for such Software, subject to Licensee's ceasing all use of and, if requested by Licensor, returning to Licensor all copies of the Software.
- 12.5. If Licensor repairs or replaces the Software, the warranty will continue to run from the initial date specified on the Order Form, and not from Licensee's receipt of the repair or replacement. The remedies set forth in this Section 12.3 are Licensee's sole remedies and Licensor's sole liability under this Agreement/the limited warranty set forth in Section 12.1.
- 12.6. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12.1, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
13. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:
- 13.1. IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 13.2. IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE THAT IS THE SUBJECT OF THE CLAIM.
- 13.3. THE LIMITATIONS SET FORTH IN SECTION 13.1 AND SECTION 13.2 SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
14. **Export Regulation.** The Software and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.
15. **Miscellaneous.**
- 15.1. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set in the Order Form shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- 15.2. Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.
- 15.3. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 15.3).
- 15.4. This Agreement, together with the Order Form, all addenda, annexes, schedules, and exhibits attached hereto, and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and

supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

- 15.5. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15.5 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 15.6. 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 shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 15.7. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 15.8. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15.9. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order Form and all addenda, annexes, schedules, and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- 15.10. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date written below:

on behalf of PMSquare LLC

(Signature) on behalf of Licensee

Dustin Adkison,
PMSquare LLC Managing Member

(Printed name, title, and name of Licensee)

Date

Date

ADDENDUM A

Third-Party Licenses

Module Name	Licenses	Repository	License URL
archiver@2.1.1	MIT	https://github.com/archiverjs/node-e-archiver	https://github.com/archiverjs/node-e-archiver/raw/master/LICENSE
aws-sdk@2.262.1	Apache-2.0	https://github.com/aws/aws-sdk-js	https://github.com/aws/aws-sdk-js/raw/master/LICENSE.txt
body-parser@1.18.3	MIT	https://github.com/expressjs/body-parser	https://github.com/expressjs/body-parser/raw/master/LICENSE
browserify@16.2.2	MIT	https://github.com/browserify/browserify	https://github.com/browserify/browserify/raw/master/LICENSE
chai-http@4.0.0	MIT	https://github.com/chaijs/chai-http	https://github.com/chaijs/chai-http
chai@4.1.2	MIT	https://github.com/chaijs/chai	https://github.com/chaijs/chai/raw/master/LICENSE
commander@2.15.1	MIT	https://github.com/tj/commander.js	https://github.com/tj/commander.js/raw/master/LICENSE
config@1.30.0	MIT	https://github.com/lorenwest/node-config	https://github.com/lorenwest/node-config/raw/master/LICENSE
d3@5.5.0	BSD-3-Clause	https://github.com/d3/d3	https://github.com/d3/d3/raw/master/LICENSE
d3fc@13.1.1	MIT	https://github.com/d3fc/d3fc	https://github.com/d3fc/d3fc/raw/master/LICENSE
express-jwt@5.3.1	MIT	https://github.com/auth0/express-jwt	http://www.opensource.org/licenses/MIT
express-mongo-sanitize@1.3.2	MIT	https://github.com/fiznool/express-mongo-sanitize	https://github.com/fiznool/express-mongo-sanitize/raw/master/LICENSE
express@4.16.3	MIT	https://github.com/expressjs/express	https://github.com/expressjs/express/raw/master/LICENSE
jsonwebtoken@8.3.0	MIT	https://github.com/auth0/node-jwebtoken	https://github.com/auth0/node-jwebtoken/raw/master/LICENSE
md-date-range-picker@0.8.3	ISC		
mocha@5.2.0	MIT	https://github.com/mochajs/mocha	https://github.com/mochajs/mocha/raw/master/LICENSE
mongoclient@1.0.3	MIT		https://github.com/gxela/mongoclient
mongodb@3.0.10	Apache-2.0	https://github.com/mongodb/node-mongodb-native	https://github.com/mongodb/node-mongodb-native/raw/master/LICENSE
mongoose@5.2.10	MIT	https://github.com/Automattic/mongoose	https://github.com/Automattic/mongoose
morgan@1.9.0	MIT	https://github.com/expressjs/morgan	https://github.com/expressjs/morgan/raw/master/LICENSE
mssql@4.1.0	MIT	https://github.com/patriksimek/node-mssql	https://github.com/patriksimek/node-mssql
mysql@2.15.0	MIT	https://github.com/mysqljs/mysql	https://github.com/mysqljs/mysql/raw/master/License
ng-infinite-scroll@1.3.0	MIT	https://github.com/sroze/ngInfiniteScroll	https://github.com/sroze/ngInfiniteScroll/raw/master/LICENSE
nodemailer@4.6.7	MIT	https://github.com/nodemailer/nodemailer	https://github.com/nodemailer/nodemailer/raw/master/LICENSE

npm-check-updates@2.14.2	Apache-2.0	https://github.com/tjunnone/npm-check-updates	https://github.com/tjunnone/npm-check-updates/raw/master/LICENSE
npm-run-all@4.1.3	MIT	https://github.com/mysticatea/npm-run-all	https://github.com/mysticatea/npm-run-all/raw/master/LICENSE
passport-local@1.0.0	MIT	https://github.com/jaredhanson/passport-local	http://www.opensource.org/licenses/MIT
passport@0.4.0	MIT	https://github.com/jaredhanson/passport	https://github.com/jaredhanson/passport/raw/master/LICENSE
rx-angular@1.1.3	Apache-2.0	https://github.com/Reactive-Extensions/rx.angular.js	https://github.com/Reactive-Extensions/rx.angular.js/raw/master/license.txt
sanitizer@0.1.3	Apache-2.0	https://github.com/theSmaw/Caja-HTML-Sanitizer	https://github.com/theSmaw/Caja-HTML-Sanitizer
uuid@3.2.1	MIT	https://github.com/kelektiv/node-uuid	https://github.com/kelektiv/node-uuid/raw/master/LICENSE.md
watchify@3.11.0	MIT	https://github.com/substack/watchify	https://github.com/substack/watchify/raw/master/LICENSE
winston@3.0.0	MIT	https://github.com/winstonjs/winston	https://github.com/winstonjs/winston/raw/master/LICENSE