

THE HDF GROUP SOFTWARE AND SERVICES LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY. THIS HDF GROUP SOFTWARE AND SERVICES LICENSE AGREEMENT ("AGREEMENT") SETS FORTH THE LEGAL TERMS AND CONDITIONS WHICH GOVERN RELATIONSHIP BETWEEN YOU ("LICENSEE" OR "YOU") AND THE HDF GROUP, AN ILLINOIS CORPORATION ("HDF GROUP" OR "LICENSOR") AND THE RELATED TERMS AND CONDITIONS APPLICABLE TO ANY HDF GROUP PRODUCT YOU DOWNLOAD OR ACCESS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU SHOULD CLICK ON CANCEL AT THE BOTTOM OF THIS PAGE AT WHICH POINT YOU WILL NOT BE GRANTED ACCESS TO THE PRODUCT. DO NOT CLICK "I ACCEPT" UNLESS (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT AND (2) YOU INTEND TO ENTER INTO AND TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU CLICK ON THE BOX AT THE BOTTOM OF THIS PAGE LABELED "I ACCEPT", YOU WILL BE GRANTED ACCESS TO THE PRODUCT, AND THIS AGREEMENT WILL BE EFFECTIVE IMMEDIATELY (THE "EFFECTIVE DATE").

This Agreement, including the General Terms and Conditions and the Additional Terms and Conditions applicable to Licensee's specific orders hereunder, describes the legal framework under which Licensee may license Products and Services from Licensor. All references in this Agreement to the "sale" or "purchase" (or other similar terms) of any Subscription or Product shall mean the sale or purchase of a license to such Product.

Certain Definitions

"Authorized User" means any individual (including Licensee's employees, agents, contractors, suppliers of services, and customers, in each case to the extent that Licensee's license includes, and Licensee pays for, such individual) who is authorized to access the Product, Documentation or Services and exercise the rights licensed by Licensee. Each Authorized User must use a unique identity to access and use the Product unless otherwise licensed, and may access the services only to the extent licensed by Licensee.

"Cloud Edition" means the Product as further described in Exhibit B hereto (if Licensee licenses such Cloud Edition of the Product).

"Delivery" means the availability of the Product and/or Documentation by the Licensor to the Licensee via electronic or other means, without regard to when Licensee actually installs or uses such Product.

"Documentation" means the instruction manuals, user guides, and other information to be made available from time to time by the Licensor in either printed or electronic form to the Licensee

"Included Support" means the web-based support included as part of a Subscription and as further described under the heading "Included Support" in Exhibit B-1.

"Licensee Data" means all data stored by Licensee or at Licensee's direction on the Server.

"Licensor Proprietary Software" means computer programs included in the Product on which Licensor claims the copyright to the source code and which is not made available under any license recognized as a free, libre or open source license.

"Normal Business Hours" means 8AM to 5PM, U.S. Central Time, Monday through Friday, excluding Licensor holidays.

"On-Premise" means Product Subscriptions hosted by Licensee on its own premises or on the premises of a third-party with which Licensee contracts directly, and as further described in Exhibit B (if Licensee licenses such On-Premise edition of the Product).

"Optional Support" means the technical support services which may be purchased by Licensee and as further described under the heading "Optional Support Services" in Exhibit A but excluding Included Support.

"Order" means any document agreed to between the parties which sets forth the Product licensed by the Licensee and any relevant pricing and Usage Types, including (i) any Licensor quote which the parties agree to make a part of this Agreement, (ii) any Licensee purchase order accepted by Licensor, (iii) any invoice issued by Licensor and accepted by Licensee, and (iv) any additional terms and conditions set forth in Exhibit B to this Agreement. An Order may be amended only by a writing signed by authorized representatives of both parties.

Multiple Orders may be entered agreed to under this Agreement.

“Product” means, collectively, the product(s) set forth in any Order (to the extent such product(s) are subsequently made available to Licensee by the Licensor), as well as any Update made available to Licensee by the Licensor.

“Server” means that computer device on which the Product is installed and operated. A Server may be located on Licensee’s site or may be a “cloud” server located on Licensor’s site or at a third party’s remote hosting site contracted for by either Licensor or Licensee. Licensee agrees that as of the Effective Date, Licensor’s third-party hosting provider meets or exceeds Licensee’s standards for security and related certifications.

“Services” means the Product and related services accessed by Authorized Users in a manner consistent with Licensor’s published Documentation and this Agreement.

“Specifications” means those technical specifications in respect of the Product(s) which are published by the Licensor and are in effect at the time of Delivery.

“Subscription” means licenses to the Product, Documentation, and Included Support. A Subscription includes access to currently supported versions of the Product for the term of the Subscription.

“Support Services” shall have that meaning assigned to it in Exhibit A to this Agreement, which is made part of this Agreement and incorporated herein by reference.

“Update” means such enhancements, modifications, or additions to the Product or Documentation as may be made available from time to time by the Licensor to Licensee.

“Use” shall mean the legal use by Licensee of the Product and Documentation and/or Services in accordance with the terms and condition of this Agreement and in a manner consistent with the Specifications, subject to the Usage Type.

“Usage Type” will be described in the applicable Order or, if not so described, shall have the meaning (if any) set forth in Exhibit B to this Agreement.

General Terms and Conditions

1. Orders; Subscriptions; Delivery; Renewals.

1.1 During the Term of this Agreement, and subject to Licensee’s compliance with the terms and conditions hereof, including the payment of the applicable fees, Licensee may purchase Products and Support Services by the parties agreeing to Orders that reference this Agreement. The features of, and any additional terms and conditions applicable to, Support Services are as described in the Exhibits hereto.

1.2. The Product is licensed pursuant to Subscriptions. Subscriptions will be for the term agreed to in an applicable Order. Unless otherwise provided for in the additional terms specific to a particular Subscription type, (i) Subscriptions will automatically renew for successive terms of the same period of time as the original term at HDF Group’s then-current fees and (ii) Licensee may terminate a Subscription by providing written notice of non-renewal to HDF Group at least thirty (30) days prior to the end of the then-current term of the applicable subscription.

1.3 Unless otherwise agreed to, all Products, Updates and Documentation licensed by Licensee pursuant to this Agreement will be delivered electronically to Licensee (such as by electronic mail, file transfer or other means of electronic transmission, or in the case of Cloud Edition subscriptions, by giving Licensee access to such Products, Updates and Documentation).

1.4 In the case of a renewal of a Subscription, Licensee acknowledges and agrees that there is no delivery requirement for such renewal. Such renewals shall be deemed Delivered on the first day of the then-current renewal term of the applicable Subscription.

2. Ownership of Intellectual Property; License Grant; Restrictions; Audit.

2.1 **Ownership.** The Product and Documentation contain proprietary and confidential information of HDF Group and its licensors. Except to the extent licenses are expressly granted hereunder, each party and each party’s licensors respectively retains all

right, title and interest in and to all intellectual property rights (including patent, trademark, trade secret rights, inventions, copyrights, know-how and trade secrets) in and to that party's respective products and services. In addition, any additional system software, and the content, organization, graphics, design, compilation, know-how, concepts, methodologies, procedures, and other matters related to Licensor's website are protected under applicable copyrights, trademarks and other proprietary rights. The use, copying, redistribution, use or publication by Licensee of any such parts of the website, Product, Documentation or the Services, except as expressly authorized by this Agreement, is prohibited. Except as may otherwise be provided for in a statement of work signed by the parties, HDF Group shall own all right, title and interest, including all intellectual property rights, in and to any intellectual property created by HDF Group and delivered to Licensee pursuant to this Agreement or otherwise created by HDF Group in the course of providing the Product, Service or Support Services under this Agreement.

2.2 License Grant. Subject to and in consideration of timely payment by the Licensee of the license fee in accordance with Section 3 below, and of Licensee's compliance with the other terms and conditions of this Agreement, Licensor hereby grants to the Licensee, solely during the applicable term specified in an Order, a royalty free, limited, personal, non-exclusive, non-transferable license to: (i) in the case of On-Premise Subscriptions, install on a Server, run and Use the Product; (ii) in the case of Cloud Edition Subscription, to access and use the Product via the Internet address provided to Licensee by Licensor; and (iii) Use the Documentation.

2.3 License Restrictions. Licensee agrees that it (and its Authorized Users) will not without express written permission of Licensor: (a) reverse compile, disassemble, decompile or engineer, copy, modify or adapt the whole or any part of the Product; (b) make the Product or Documentation or Services available to, or use the Product, Documentation or Services for the benefit of, anyone other than Licensee or Licensee's customers; (c) assign, transfer, sell, resell, license, sublicense, distribute, rent or lease the Product, Documentation or Services, or include any Product, Documentation or Services in a service bureau or outsourcing offering; (d) permit direct or indirect access to or use of the Product, Documentation or Services in a way that circumvents a contractual usage limit; (e) copy the

Product, Documentation or Services or any part, feature, function or user interface thereof (except as expressly otherwise permitted under this Agreement; or (f) access or use any Product, Documentation or Services in order to build a competitive product or service. Despite any of the foregoing, nothing in this paragraph or the Agreement is intended to change or restrict the terms of any free or open source software license. In the case of any conflict between this Agreement and terms and conditions of any free or open source software license, the terms and conditions of such license shall control.

2.4 Audit. For the term of the Agreement and for a period of two (2) years after termination or expiration of the Agreement, the Licensor will have the right, once per calendar year and with reasonable notice to Licensee, to have Licensee's records (to the extent such records are applicable to compliance with this Agreement) inspected and audited to verify compliance with the license restrictions and payment terms of this Agreement. Any such audit will take place during normal business hours and will be conducted in accordance with applicable government requirements, if any, and in a manner which does not materially interfere with Licensee's business operations. The Licensor will pay for the audit, unless the audit discovers an underpayment of five percent (5%) or greater, in which case Licensee will pay for the audit. Licensee agrees to pay any underpayment to the Licensor within thirty (30) days of receiving notice of the underpayment. In addition, upon request by Licensor not more than once per year during the term of this Agreement, Licensee agrees to provide a certification signed by an authorized representative certifying Licensee's compliance with this Agreement.

3. Fees; Payments.

3.1 Accrual of Payment Rights. HDF Group's right to payment for the Product purchased by Licensee shall accrue on the date the Product is delivered to Licensee. Except as provided in Section 4.3, all payments accrued or made under this Agreement are non-cancelable and nonrefundable.

3.2 Invoicing, Payment and Receipts. Payment terms for each Subscription type are as provided for in the additional terms and conditions set forth in the Exhibit applicable to each Subscription type. In all cases, however, HDF Group will use reasonable

efforts to communicate the status of the account if payment is not timely received. In the case of non-payment, HDF Group may, at its sole discretion: (i) suspend Licensee access to the Product and Services; (ii) terminate this Agreement; or, (iii) continue to provide the Product and Services, for a period solely determined by the Licensor, in anticipation of full and prompt payment by Licensee.

Any amount which is unpaid when due shall be subject to interest equal to the lower of 1.5% per month or the highest applicable legal rate. HDF Group shall be entitled to reimbursement for any costs associated with the collection of any past-due balance.

3.3 Taxes. Unless otherwise stated with respect to terms and conditions for a specific Subscription type, all stated prices are exclusive of any taxes, fees, and duties or other amounts, however designated, and including without limitation value added and withholding taxes that are levied or based upon such charges, or upon this Agreement. Any taxes related to the Product, Documentation, Services or Support Services purchased or licensed pursuant to this Agreement including, but not limited to, withholding taxes, will be paid by Licensee, or Licensee will present an exemption certificate acceptable to the taxing authorities. Licensee will not be liable for taxes imposed on the Licensor based on the Licensor's income.

4. Warranty and Disclaimer.

4.1 Subject to each of the other provisions hereof, the Licensor warrants, solely to Licensee, that for a period of sixty (60) days after the Product is initially Delivered to Licensee (the "Warranty Period"), the Product, (and in the case of an On-Premise Subscription when installed properly) will be capable of functioning substantially in accordance with the Specifications.

4.2 The warranty provided in Section 4.1 will not apply if: (i) Licensee fails to notify the Licensor during the Warranty Period of any such breach; or (ii) in the case an On-Premise Subscription (A) Licensee modifies the Product or any portion thereof or (B) Licensee fails to implement all Updates to the Product made available at no charge to Licensee during the Warranty Period.

4.3 If the Licensor breaches the warranty set forth in Section 4.1, Licensee's sole and exclusive remedy, and the Licensor's sole obligation, shall be to remedy

such breach as set forth in this Section. At the sole discretion of the Licensor, the Licensor will, at its expense, either: (i) repair or replace the defective Product to enable it to perform substantially in accordance with the Specifications; or (ii) terminate this Agreement and refund to Licensee the fees paid by Licensee to the Licensor for the defective Product.

4.4 The Product and Services are not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, air traffic control, or direct life support machines, in which the failure of the Product or Services could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, HDF Group specifically disclaims any express or implied warranty of fitness for High Risk Activities.

4.5 EXCEPT AS SET FORTH IN SECTION 4.1, LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS, SERVICES, DOCUMENTATION OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, AND HEREBY DISCLAIMS ANY OTHER EXPRESS AND ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE LICENSOR DOES NOT WARRANT THAT THE PRODUCT, SERVICES OR DOCUMENTATION PROVIDED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE OR THAT SUCH PRODUCT OR DOCUMENTATION WILL SUCCEED IN RESOLVING ANY PROBLEM.

5. Limitation of Liability.

5.1 EXCEPT WITH RESPECT TO CLAIMS BASED UPON EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND SUBJECT TO SECTION 5.2, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 EXCEPT WITH RESPECT TO CLAIMS BASED UPON LICENSEE'S BREACH OF ITS LICENSED RIGHTS HEREUNDER, IN NO EVENT WILL EITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL OR SPECIAL

DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 EXCEPT WITH RESPECT TO CLAIMS BASED UPON LICENSOR'S INTELLECTUAL PROPERTY INDEMNITY UNDER THIS AGREEMENT, LICENSOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO THE LICENSOR UNDER THIS AGREEMENT. WITH RESPECT TO CLAIMS BASED UPON LICENSOR'S INTELLECTUAL PROPERTY INDEMNITY UNDER THIS AGREEMENT, LICENSOR'S LIABILITY FOR DAMAGES SHALL NOT EXCEED TWO TIMES THE AMOUNTS ACTUALLY PAID BY LICENSEE TO THE LICENSOR UNDER THIS AGREEMENT IN THE TWO-YEAR PERIOD IMMEDIATELY PRECEDING ANY CLAIM MADE UNDER SECTION 6 OF THIS AGREEMENT.

6. Intellectual Property Rights Indemnity.

6.1 Indemnification. Subject to each of the other provisions hereof, Licensor (at its expense) shall (i) defend or (at its option) settle, any claim brought against Licensee by a third party alleging that at the time of Delivery the Licensor Proprietary Software infringes the copyright, trademark, or US or EU patent of said third party (a "Claim") and (ii) indemnify Licensee against damages and costs finally awarded against and payable by Licensee in any such Claim.

6.2 Exceptions. Licensor shall have no liability to Licensee under this Section:

(a) to the extent any Claim is based on or arises from any Product or any portion or component thereof, that is: (A) not provided directly to Licensee by the Licensor; (B) modified by a party other than the Licensor and not at the Licensor's direction, if the alleged infringement would not have occurred in the absence of such modification; or (C) combined with other products, processes or materials where the alleged infringement would not have occurred in the absence of such combination;

(b) to the extent Licensee continues allegedly infringing activity after: (1) being notified thereof; and (2) being provided, at no additional charge, modifications that would have avoided the alleged

infringement without significant loss of performance, compatibility or functionality; or

(c) from any breach of the Licensee's obligations under this Agreement.

6.3 Despite any of the foregoing, Licensor's obligations under Section 6.1 shall be valid only if Licensee:

(a) gives notice to the Licensor of any Claim promptly upon becoming aware of the same;

(b) gives Licensor the sole control of the defense and settlement of any Claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of Licensor;

(c) acts in accordance with the reasonable instructions of Licensor and gives to Licensor such assistance as it shall reasonably require in respect of the conduct of the said defense; and

6.4. In the event of any alleged Intellectual Property infringement, the Licensor shall be entitled at its own expense and in its sole discretion to: (a) procure the right for the Licensee to continue using the Product and Documentation; (b) make such alterations, modifications, or adjustments to the Product so that it becomes non-infringing without incurring a material diminution in performance or function; or (c) replace the Product with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

7. Confidentiality.

7.1 Confidentiality Agreement. Each of the parties hereto undertakes to the other to keep confidential all Confidential Information concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement. Confidential Information shall mean any information which, by its nature or circumstances of disclosure, would reasonably be presumed to be confidential. Despite the foregoing, the Product and each party's product road maps, product development plans, pricing, business plans, customer lists, business and financial information shall be deemed to be such party's Confidential Information.

7.2 Exceptions. Despite all of the foregoing, Confidential Information will not include any information which: (a) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by the receiving party as a matter of law (provided that the receiving party will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefor); (e) is disclosed by the receiving party with the disclosing party's approval; or (f) is independently developed by the receiving party without any use of confidential information.

7.3 Injunctive Relief. Because of the unique and proprietary nature of the Confidential Information, it is understood and agreed that the disclosing party's remedies at law for a breach by the receiving party of its obligations hereunder may be inadequate and that the disclosing party shall be entitled to seek equitable relief (including without limitation provisional and permanent injunctive relief and specific performance).

7.4 Destruction of Information. Upon expiration or termination of this Agreement for any reason, the receiving party will destroy (or at the request of the disclosing party, return) all copies of all Confidential Information of the disclosing party in its possession or under its control.

8. Term and Termination

8.1 This Agreement shall continue until terminated in accordance with the provisions of this Section 8.

8.2 This Agreement, and any license granted thereby, may be terminated:

(a) Subject to any other terms agreed to in an applicable Order, by Licensee upon giving thirty (30) days' written notice to the Licensor (such termination will not, however, entitle Licensee to any refund of fees paid, or credit for fees owed but unpaid, at the time of termination);

(b) immediately by either party if the other commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within

thirty (30) days of a written request to remedy the same;

(c) immediately by either party if: (i) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days; or (iii) the other party is adjudged bankrupt;

(d) By Licensor upon its reasonable determination that Licensee's Use of the Product or Documentation or Services violates any applicable law or regulation; or

(e) by Licensor upon giving not less than sixty (60) days' notice to the Licensee so long as no Orders are then outstanding.

8.3 Any termination of this Agreement pursuant to this Paragraph shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8.4 Upon termination of this Agreement, Licensee shall immediately uninstall or destroy (or at the sole option of Licensor, return) all copies of the Product and Documentation in its possession or control, and a duly authorized officer of the Licensee shall certify in writing to the Licensor that the Licensee has complied with such obligation.

8.5 Those provisions, which by their nature survive termination, shall continue after termination or expiration of this Agreement. Those provisions include, but are not necessarily limited to: Sections 2.1, 2.3, 2.4 (for two additional years), 3-5, 7, 8.3-8.6, 9, 14, all associated definitions, all accrued rights to payment and any terms and conditions of an exhibit applicable to a Subscription type which, by their nature, reasonably should survive termination.

8.6 Termination is not an exclusive remedy for breach of this Agreement by either party. All other remedies will be available to the non-breaching party whether or not the non-breaching party

terminates this Agreement for breach by the other party.

9. Import and Export Regulations. The Product is subject to U.S. export controls (specifically the Export Administration Regulations), as well as import and/or export laws in other countries. Both parties shall comply with all relevant import and export regulations, including those adopted by the Bureau of Industry and Security of the U.S. Department of Commerce. Licensee shall not transfer, export or re-export, directly or indirectly, the Product to any Prohibited Entity, and Licensee affirms that it is not a Prohibited Entity or acting on behalf of any Prohibited Entity (as defined under U.S. laws and regulations).

10. Privacy and Security. Each party shall retain sole responsibility for such party's information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by such party or through the use of third-party services. Each party agrees to abide by all applicable local, state, national, and international laws and regulations in connection with providing and using the Product, Documentation and Service, including, without limitation, all laws regarding the transmission of technical data exported from the United States through the Service and all privacy and data protection laws, rules and regulations.

11. Force Majeure. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, strikes (of its own or other employees), insurrection or riots, embargoes, requirements or regulations of any civil or military authority.

12. No Right to Professional Development Services. Licensee acknowledges and agrees that despite any other provision of this Agreement, such purchase will not entitle Licensee to any software development services. Any such services must be agreed to in writing in a separately negotiated agreement.

13. Publicity. Either party to this Agreement may publicize the existence of the business relationship established by this Agreement in connection with its products, promotions, or publications. Licensee grants Licensor permission to use Licensee's name

and logo(s) in connection with promotion of Licensor's products and services. All representations of Licensee's logo shall be exact copies of those used by Licensee in design, color and other details. Except as expressly set forth in this Section, nothing in this Agreement gives either party any right, title or interest in the other party's logos, trademarks, service marks or trade names. Despite anything to the contrary, neither party may disclose the specific terms of this Agreement, except as required by applicable law.

14. Miscellaneous.

14.1 Waiver. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

14.2 Notices. All notices must be in writing and in the English language and will be deemed given only when sent by mail (return receipt requested), hand-delivered, sent by documented overnight delivery service to the party to whom the notice is directed, at its address indicated in the signature box to this Agreement (or such other address as to which the other party has been notified), or sent by email to the email address as may be provided by one party to the other from time to time. Unless otherwise indicated, the email address for notices provided to the Company shall be bizoffice@hdfgroup.org. Despite any of the foregoing, notices of updates to license terms, terms of use, privacy terms or other terms related to the Company's website and any product or service accessed via the Company's website may be delivered by the Company posting such updates on the Company's website.

14.3. Invalidity and Severability. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest

extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

14.4 Successors. This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties hereto.

14.5 Assignment and Sublicensing. Neither party shall assign, transfer or sublicense this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld in the case of the merger, acquisition or sale of all or substantially all of the assets of either party. Licensor may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

14.6 Headings. Headings to paragraphs or sections in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

14.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflict of law provisions thereof. The sole venue for all disputes relating to this Agreement shall be in Champaign County, Illinois, USA.

14.8 Third Party Rights. This Agreement does not, and is not intended to, confer any benefit on, nor create any right exercisable or enforceable by, any third party.

14.9 Attorneys' Fees. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

14.10 Independent Contractors. The parties agree that each is an independent contractor and neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

14.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together will constitute one and the same instrument.

14.12 Amendments. This Agreement may be modified, replaced or rescinded only in writing, and signed by a duly authorized representative of each party.

THIS AGREEMENT, INCLUDING ALL ATTACHMENTS, SCHEDULES, EXHIBITS AND ALL APPLICABLE LICENSE AGREEMENTS, CONSTITUTES THE COMPLETE AND EXCLUSIVE UNDERSTANDING OF THE PARTIES, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS SALES PROPOSALS, NEGOTIATIONS AND AGREEMENTS, ALL TERMS AND CONDITIONS INCLUDED AS PART OF PURCHASE ORDERS AND ALL OTHER REPRESENTATIONS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE SUBJECT MATTER HEREOF. THE PARTIES AGREE THAT ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED ON, REFERENCED BY OR INCORPORATED INTO LICENSEE PURCHASE ORDER ARE EXPRESSLY REJECTED AND SHALL NOT BE CONSIDERED AN AMENDMENT TO THIS AGREEMENT.

Exhibit A

Support Services

Certain Definitions Applicable to Support Services

“Defect” means a problem which results from the Supported Product’s material failure to perform in accordance with its Specifications. No Update, new product feature, improvement to an existing feature, or any problem not caused primarily by a failure of the Supported Product shall constitute a Defect.

Additionally, in the case of On-Premise Subscriptions, no problem shall constitute a Defect unless (i) Licensee’s Infrastructure meets or exceeds Licensor’s published minimum system requirements, and (ii) no error in configuration, installation, or operation of Licensee’s Infrastructure materially contributed to such problem.

“End of Life” means any Product designated as End of Life in Licensor’s sole discretion.

“Extended Support Hours” (when purchased by Licensee) means those hours outside of Support Hours when Licensor will respond to Support Requests that, in the reasonable determination of Licensor, fall into the “Critical” category, as defined below (“Critical Requests”).

“Licensee’s Infrastructure” means Licensee’s Server, database, network, operating system software, and other technology infrastructure components.

“Named Contact” means those Licensee-designated persons who have the right to contact Licensor via email or phone for technical support and who act as the primary interface between Licensee’s Authorized Users and Licensor technical support. Licensee may designate up to three Named Contacts.

“Receipt” of a Support Request means (i) Licensor’s actual receipt of such Support Request, for Support Requests sent during Support Hours, or (ii) the beginning of Support Hours following such receipt, for Support Requests sent outside of Support Hours.

“Support Hours” means Normal Business Hours.

“Support Request” means any request for technical assistance related to Supported Products submitted by a Named Contact.

“Support Services” means the services described in this Exhibit and includes Included Support and Optional Support.

“Supported Products” means those Products for which Licensee holds a valid, in-effect license. Despite the foregoing, in the case of On-Premise Subscriptions Supported Products shall not include: (1) any Product other than a current release; (2) any Product that has reached End of Life; or (3) any feature, function, script, custom code, or documentation not generally made available by Licensor to its customers as part of its normal product offering.

“Time of Receipt” means the actual time a properly submitted Support Request is received by Licensor (“Submission Time”), if such Submission Time is within Support Hours, or if Submission Time is within Extended Support Hours and the Support Request is deemed by Licensor to be of the appropriate severity. Otherwise, Time of Receipt shall mean the beginning of the Support Hours most closely following Submission Time.

“Uncovered Request” means any Support Request arising from any issue that is not a Defect, regardless of whether Licensee believed at the time of making the request that the issue was a Defect. Licensor shall designate a Support Request as an Uncovered Request at its discretion, at any point during or following resolution of the problem identified in such Support Request, based on Licensor’s reasonable determination of the underlying cause of such problem.

Terms and Conditions Applicable to Support Services

Terms not defined herein shall have the same meaning set forth in the Agreement.

General Description of Support Services

Subject to each of the other provisions of the Agreement, Licensor shall provide the following Support Services for the applicable term: (i) the right of Named Contacts to submit Support Requests regarding Defects; and (ii) in the case of On-Premise Subscriptions, the right to obtain Updates for the licensed Products when and if such updates are made available by Licensor. All Included Support (including all support questions/comments) will be in the English language.

Licensor use commercially reasonable efforts to correct Defects, only to the extent that (i) such Defects are properly reported as a Support Request by the Licensee and (ii) Licensor agrees that the problem is a Defect. Despite the foregoing, Uncovered Requests are not included as part of the Support Services.

Optional Support

Licensee may purchase from Licensor blocks of hours of Support Services. Support Services hours may be purchased in packs of five (5) hours. Support Services hours must be used within 12 months of purchase; such hours do not accrue or “roll” into subsequent years.

Name Contacts

Licensee shall indicate to Licensor (by email sent to help@hdfgroup.org) those individuals who will serve as Licensee’s Named Contacts, and Licensee shall provide to Licensor the name and email address of all Named Contacts. Licensor shall have no obligation to address Support inquiries submitted via phone or email from anyone other than Licensee’s Named Contacts. Additional Named Contacts may be purchased separately. By providing written notice (by email sent to help@hdfgroup.org) and appropriate contact information, Licensee may change each Named Contact once per year for no additional fee. Despite the foregoing limitation, Licensee may, upon a material change for the Named Contact (for example, leaving Licensee or being reassigned to an unaffiliated division) transfer Named Contacts by submitting a Support ticket.

Response Times

Licensor will respond to Support Requests concerning actual or reasonably possible Defects in the Product, Documentation or Services within one (1) business day. Licensor may in addition, and in its sole discretion, respond to general questions, issues related to applications built using the Product or Services, and any other Support Request. Licensor will use reasonable commercial best efforts to resolve or provide a work-around for Defects, but Licensor makes no guarantee regarding the time period for resolving Defects. Licensee acknowledges that Licensor’s ability to find a suitable remedy or work-around for a given Defect will depend on the prompt response by Licensee to Licensor’s reasonable requests for additional information needed to duplicate and/or identify the underlying problem.

Exhibit B-1

Additional Terms and Conditions Applicable to On-Premise Subscriptions

In addition to the terms and conditions of the Agreement applicable to Subscriptions, this Exhibit provides additional terms and conditions of Licensee's license of on-premise Subscriptions. Terms not defined herein shall have the same meaning set forth in the Agreement.

Included Support. The Support Service included with the purchase of an On-Premise Subscription is Included Support. Included Support is limited to installation assistance. Licensor will provide up to 2 hours/year of Support Services to be used within the following 1 year from purchase date as Included Support. Unused Support hours do not accrue or "roll" into subsequent years.

Named Contacts. Licensee may designate up to one (1) Named Contact.

Termination of On-Premise Subscriptions. Upon termination or expiration of an On-Premise Subscription, Licensee's license to the Product licensed thereunder will terminate and Licensee will immediately cease its use of the Product and either uninstall from its system or destroy the Product. Upon request by Licensor, Licensee shall certify in writing to Licensor that all copies of such Product are no longer in use.

Back-up Copies. The Licensee shall be entitled to make such back-up copies ("Backup Copies") of the Product(s) as shall be consistent with its usual policies for backup of its internal data. Any such copy shall in all respects be subject to the terms and conditions of this Agreement and shall be deemed to form part of the Product. Backup Copies shall at no time be stored in a manner enabling them to be directly executed.

Invoicing and Payment. HDF Group will invoice Licensee in advance of Licensee's Use of the Product and Services in accordance with the relevant Order. HDF Group will invoice in advance of each term.

Exhibit B-2

Additional Terms and Conditions Applicable to HDF Kita Lab Subscriptions

In addition to the terms and conditions of the Agreement applicable to Subscriptions, this Exhibit provides additional terms and conditions of Licensee's license of an HDF Kita Lab Subscription. Terms not defined herein shall have the same meaning set forth in the Agreement.

Restrictive License Grant. Section 2.2 of the Agreement shall be replaced in its entirety with the following language: "Subject to and in consideration of timely payment by the Licensee of the license fee, and of Licensee's compliance with the other terms and conditions of this Agreement, Licensor hereby grants to the Licensee, solely during the applicable term specified in an Order, a royalty free, limited, personal, non-exclusive, non-transferable license to (i) access and use the Product via the Internet address provided to Licensee by Licensor solely for the purpose of running exploratory analytics in a non-production environment and (ii) Use the Documentation. Compliance with the restrictive language of the license grant shall be determined in Licensor's sole reasonable discretion. Examples of non-compliance may include (without limitation), repeatedly running identical jobs, scheduling production jobs or production processing, running jobs with little or no break in a 24-hour period, blockchain mining, exceeding specified storage limit, or otherwise running jobs on HDF Kita Lab as a part of Customer's regular business processes or in a live production environment.

Termination. Despite the provisions of Section 8.2(b) of the Agreement, Licensee's rights to the Product may be terminated ten (10) days after written notice by Licensor to Licensee that Licensor reasonably believes that Licensee has breached its the restrictions applicable to the HDF Kita Lab license grant.

Payment and Receipts. Licensee will pay HDF Group in advance of Licensee's Use of the Product and Services in accordance with the relevant Order. HDF Group will provide to Licensee a receipt for each such payment.

Exhibit B-3

Additional Terms and Conditions Applicable to HDF Kita Server for AWS Marketplace Subscription

Termination. Despite any other provision of the Agreement, Licensee may terminate an HDF Kita Server for AWS Marketplace Subscription at any time and without prior notice by canceling payment in the payment processing or hosting environment (e.g., PayPal or Amazon) applicable to such Subscription.

Payment, Invoicing, Taxes. Payment, invoicing and taxes will be handled through the AWS Marketplace.