SOFTWARE LICENSE AGREEMENT

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1. **SCOPE**. This agreement describes the licensing of the Software, the support and implementation services, and the managed services, if applicable, provided to Licensee, as all are set forth in the order form (**Order**) provide by PW business partner.

2. **LICENSE**. Subject to the other terms of this agreement and the Order, PW grants Licensee, a perpetual or term (as identified on the Order) non-exclusive, non-transferable license to the Software up to the license capacity purchased to:
   a. Make one copy of the Software for archival and backup purposes
   b. Use the Software only in Licensee's internal business operations

3. **RESTRICTIONS.** Licensee may not:

   a. Transfer, assign, sublicense, rent, create derivative works of the Software, or use it in any type of service provider environment;
   b. Reverse engineer, decompile, disassemble, or translate the Software; or
   c. Evaluate the Software for the purpose of competing with PW or operate the Software other than in accordance with its technical documentation.

4. **PAYMENT**. Licensee will pay all fees due as set forth in the Order, plus applicable sales, use and other similar taxes.

5. **MUTUAL CONFIDENTIALITY.**
   a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). PW's Confidential Information includes without limitation the Software (including, without limitation, both oral and written discussions and descriptions of the Software's features or functionality, the Software's user interface design and layout, and pricing information) and all information submitted through the PW Support portal.
   b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
   c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. **PROPRIETARY RIGHTS**. The Software, workflow processes, user interface, designs, technical documentation, and other technologies provided by PW as part of the Software are the proprietary property of PW and its

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8. **TERMINATION**. This agreement expires at the end of the license period specified in the Order. Either party may terminate this agreement upon a material breach of the other party after a 30-day notice/cure period, if the breach is not cured during such time period. Upon termination of this agreement or a license, Licensee must pay all fees owed to PW, discontinue using the Software, de-install and destroy or return the Software and all copies, within 5 days. Upon PW's request, Licensee will provide written certification of such compliance. No refunds are provided upon termination.

9. **ANNUAL SUPPORT**. PW will provide annual technical support and maintenance services for the Software in accordance its support policy located at https://www.processweaver.com/support-and-maintenance.html (**Support**), for the fees set forth on the Order. PW may change its Support terms, but Support will not materially degrade during any Support term.

10. **MOBILE SOFTWARE**.

    A. PW may make available a software application to access the Software via a mobile device (**Mobile App**). Licensee must have a mobile device that is compatible with the Mobile App. PW does not warrant that the Mobile App will be compatible with Licensee's mobile device. Licensee may use mobile data in connection with the Mobile App and may incur additional charges from Licensee's wireless provider for these services. Licensee agree that it is solely responsible for any such charges. Subject to the terms of this agreement, PW hereby grants Licensee a non-exclusive, non-transferable, revocable license to use the Mobile App solely for use with the Software.

    B. **Mobile Software from Apple App Store**. The following applies to any Mobile App Licensee acquires from the Apple App Store (**App Store Software**): Licensee agrees that this agreement is solely between Licensee and PW, not Apple, and that Apple has no responsibility for the App Store Software or content thereof. Licensee's use of the App Store Software must comply with the App Store Terms of Service. Licensee acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Software. In the event of any failure of the App Store Software to conform to any applicable warranty, Licensee may notify Apple, and Apple will refund the purchase price for the App Store Software to Licensee. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this agreement and any law applicable to PW as provider of the App Store Software. Licensee acknowledges that Apple is not responsible for addressing any claims by Licensee or any third party relating to the App Store Software or Licensee's possession and/or use of the App Store Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this agreement and any law applicable to PW as provider of the App Store Software. Licensee acknowledges that, in the event of any third-party claim that the App Store Software or Licensee's possession and use of that App Store Software infringes that third party's intellectual property rights, PW, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the

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11. **LIMIT ON LIABILITY.**

   A. **EXCLUSION OF INDIRECT DAMAGES**. **PW is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of or unauthorized access to data or information; and lost profits, revenue or anticipated cost savings), even if it knows of the possibility of such damage or loss or if the damage or loss is foreseeable.**
   B. **TOTAL LIMIT ON LIABILITY**. **Except for PW's indemnity obligations, PW's total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid or payable by Licensee for the license to the Software.**

12. **DEFENSE OF THIRD PARTY CLAIMS.** PW will defend or settle any third party claim against Licensee to the extent that such claim alleges that the Software violates a copyright, patent, trademark or other intellectual property right, if Licensee, promptly notifies PW of the claim in writing, cooperates with PW in the defense, and allows PW to solely control the defense or settlement of the claim. *Costs*. PW will pay infringement claim defense costs it incurs in defending Licensee, and PW negotiated settlement amounts, and court awarded damages. *Process*. If such a claim appears likely, then PW may modify the Software, procure the necessary rights, or replace it with the functional equivalent. If PW determines that none of these are reasonably available, then PW may terminate the Software and refund (as applicable) any prepaid and unused fees service fees and the license fee for perpetual licenses (amortized over a 5-year period from the date of the Order). *Exclusions.* PW has no obligation for any claim arising from: PW's compliance with Licensee's specifications; a combination of the Software with other technology or aspects where the infringement would not occur but for the combination; or technology or aspects not provided by PW. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND PW'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

13. **GOVERNING LAW AND EXCLUSIVE FORUM.** This agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Dallas or Collin Counties, Texas, and Licensee submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in litigation is entitled to recover its attorneys' fees and costs from the other party.

14. **OTHER TERMS.**

   a. **Entire Agreement.** This agreement and the Order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Licensee is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding.
   b. **Non-Assignment.** Neither party may assign or transfer this agreement to a third party, nor delegate any duty, except that the agreement and the Order may be assigned, without the consent of the other party, as part of a merger, or sale of all or substantially all of the business or assets, of a party.
   c. **Independent Contractors.** The parties are independent contractors with respect to each other.
   d. **Enforceability and Force Majeure**. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

e. **Order of Precedence**. If there is an inconsistency between the Order and this agreement, the Order prevails.
f. **Survival of Terms**. Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive (including without limitation, the confidentiality terms). The UN Convention on Contracts for the International Sale of Goods does not apply.
g. **Money Damages Insufficient**. Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
h. **Compliance Audit.** No more than once in any 12-month period and upon at least 30 days advance notice, PW (or its representative) may audit Licensee's usage of the Software at any Licensee facility. Licensee will cooperate with such audit. Licensee agrees to pay within 30 days of written notification any fees applicable to Licensee's use of the Software in excess of the license.
i. **Modification Only in Writing**. No modification or waiver of any term of this agreement is effective unless signed by both parties.
j. **Export Compliance.** Licensee must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.
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