

PIO SOFTWARE CUSTOMER AGREEMENT

THIS PIO SOFTWARE CUSTOMER AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN THE INDIVIDUAL, OR THE COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF SUCH INDIVIDUAL ACCEPTS THIS AGREEMENT, THAT EITHER (A) CLICKS THE “I ACCEPT” BUTTON BELOW OR (B) INSTALLS, ACCESSES, OR USES ANY SOFTWARE OR DOCUMENTATION FROM PIO SOFTWARE (“CUSTOMER”), AND PIO SOFTWARE INC. OR, IF THE PURCHASE WAS MADE IN A COUNTRY SPECIFIED ON SCHEDULE A TO THIS AGREEMENT, THE PIO SOFTWARE AFFILIATE SPECIFIED ON SCHEDULE A (AS APPLICABLE, “PIO SOFTWARE”). PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCEPTING THIS AGREEMENT. BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR BY INSTALLING, ACCESSING, OR USING ANY SOFTWARE OR DOCUMENTATION FROM PIO SOFTWARE, CUSTOMER HEREBY AGREES TO BE BOUND BY THIS AGREEMENT AND REPRESENTS THAT IT IS AUTHORIZED TO DO SO. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT OR IF YOU DO NOT HAVE AUTHORITY TO BIND THE COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT, CLICK THE “I DECLINE” BUTTON AND RETURN TO PIO SOFTWARE THE SOFTWARE AND DOCUMENTATION PRODUCTS PROVIDED TOGETHER WITH THIS AGREEMENT IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED WHEN YOU CLICK THE “I DECLINE” BUTTON. NOTE THAT FAILURE TO COMPLY WITH SUCH INSTRUCTIONS WITHIN THE TIME SPECIFIED WILL VOID ANY RIGHT YOU WOULD OTHERWISE HAVE HAD FOR A REFUND OF ANY FEES PAID. THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY FOR LICENSE MANAGEMENT AND FOR THE PREVENTION OF UNLICENSED USE. WHEN LICENSED PRODUCTS ARE ACTIVATED, INSTALLED, OR FIRST USED BY A LICENSED USER, AND PERIODICALLY FOR LICENSE MANAGEMENT AND PRODUCT IMPROVEMENT PURPOSES, INFORMATION ABOUT THE USE OF THE PROGRAMS, AND THE COMPUTER MAY BE TRANSMITTED TO PIO SOFTWARE. IF CUSTOMER DID NOT OBTAIN THE LICENSED PRODUCT FROM PIO SOFTWARE DIRECTLY, FROM AN AUTHORIZED PIO SOFTWARE DISTRIBUTOR OR RESELLER OR FROM THE PIO SOFTWARE ONLINE STORE (AT WWW.PIOSOFTWARE.COM), CUSTOMER IS USING AN ILLEGALLY OBTAINED UNLICENSED VERSION OF THE APPLICABLE LICENSED PRODUCT. PIO SOFTWARE REGARDS SOFTWARE PIRACY AS THE CRIME IT IS AND PURSUES (BOTH CIVILLY AND CRIMINALLY) THOSE WHO TAKE PART IN THESE ACTIVITIES. AS PART OF THESE EFFORTS, PIO SOFTWARE UTILIZES DATA MONITORING AND SCOURING TECHNOLOGIES TO OBTAIN AND TRANSMIT TO PIO SOFTWARE DATA ON USERS OF ILLEGAL COPIES OF LICENSED PRODUCTS. IF CUSTOMER IS USING AN ILLEGAL COPY OF SOFTWARE, CEASE USING THE ILLEGAL VERSION AND CONTACT PIO SOFTWARE TO OBTAIN A LEGALLY LICENSED COPY. BY USING THIS SOFTWARE, YOU ACKNOWLEDGE THAT PIO SOFTWARE WILL COLLECT, USE, AND TRANSFER INFORMATION ABOUT THE USE OF THE LICENSED PRODUCTS INCLUDING INFORMATION THAT MAY BE PERSONAL DATA FOR THE PURPOSES OF IDENTIFYING USERS OF ILLEGAL COPIES OF OUR SOFTWARE. IN ORDER TO UNDERSTAND THE PREFERENCES OF OUR SOFTWARE USERS, PIO SOFTWARE USES DATA MONITORING TECHNOLOGIES TO OBTAIN AND TRANSMIT DATA ON SYSTEM USE AND PERFORMANCE AND FOR GATHERING USER DATA AND USE METRICS ON USERS OF OUR SOFTWARE. WE WILL SHARE THIS DATA WITHIN PIO SOFTWARE, ITS AFFILIATED COMPANIES AND OUR BUSINESS PARTNERS, INCLUDING WITHIN THE UNITED STATES AND ELSEWHERE FOR TECHNICAL AND MARKETING PURPOSES AND WILL ENDEAVOR TO ENSURE THAT ANY SUCH DATA TRANSFERRED IS APPROPRIATELY PROTECTED. OUR COMMERCIAL LICENSES PERMIT USERS TO OPT-OUT OF THIS DATA COLLECTION. PIO SOFTWARE IS A GLOBAL COMPANY AND THEREFORE IF YOU ARE USING PIO SOFTWARE SOFTWARE, VISITING A PIO

SOFTWARE WEBSITE OR COMMUNICATING ELECTRONICALLY WITH US, INFORMATION MAY BE PROCESSED OUTSIDE OF THE COUNTRY IN WHICH YOU RESIDE AND VARIOUS COMMUNICATIONS WILL NECESSARILY RESULT IN A TRANSFER OF THIS INFORMATION ACROSS INTERNATIONAL BOUNDARIES. SEE CLAUSE 10.8 FOR FURTHER DETAILS. BY OPTING-IN TO THE COLLECTION OF CERTAIN PERSONAL DATA AS YOU CAN WITH PIO SOFTWARE COMMERCIAL SOFTWARE, YOU ACKNOWLEDGE PIO SOFTWARE'S COLLECTION, USE, AND TRANSFER OF YOUR PERSONAL DATA IN ACCORDANCE WITH PIO SOFTWARE'S PRIVACY POLICY. CAPITALIZED TERMS NOT DEFINED IN THE TEXT BELOW ARE DEFINED IN SCHEDULE B AT THE END OF THIS AGREEMENT. SCHEDULE A TO THIS AGREEMENT CONTAINS ADDITIONAL (OR ALTERNATIVE) TERMS APPLICABLE TO SPECIFIC GEOGRAPHIES.

1. Orders and Payment

1.1. Customer may order Licensed Products and/or Support Services by submitting to PIO SOFTWARE (directly or through a Reseller) a completed Quote and such other order documentation as is required by PIO SOFTWARE. Each order for Licensed Products accepted by PIO SOFTWARE shall be deemed to be separate and distinct from any order by Customer for Support Services. CUSTOMER MAY NOT CANCEL AN ORDER ONCE PIO SOFTWARE HAS ACCEPTED IT. Other than the line items that serve to order Licensed Product(s) and/or Support Services, in no event shall any other terms of any Customer purchase order modify this Agreement or become binding on PIO SOFTWARE.

1.2. Customer shall be obligated to pay the applicable fees for the Licensed Products and/or Support Services ordered. All fees and other charges due hereunder are due and payable in full within ten (10) days of the date of the invoice, or later if specified on the invoice. Customer shall be responsible for all sales, use, VAT, transfer and other taxes and duties imposed by any federal, state, municipal or other governmental authority relating to the Licenses granted or the Support Services provided hereunder, exclusive, however, of taxes based on the net income of PIO SOFTWARE. Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or, if less, the maximum amount permitted by law) on all sums due under this Agreement which remain unpaid thirty (30) days after due, such interest to commence on the due date. Customer shall pay PIO SOFTWARE's reasonable attorneys' fees and costs incurred by PIO SOFTWARE in collecting overdue amounts, and/or in any controversy or litigation arising under or in connection with the Licensed Products and/or this Agreement in which Customer does not prevail against PIO SOFTWARE in all of the claims.

2. License

2.1. License Grant. Upon PIO SOFTWARE's acceptance of an order for Licensed Products, PIO SOFTWARE grants to Customer a License to install and use the Licensed Products identified in the Quote during the applicable License Term, solely for Customer's internal business purposes and solely in accordance with this Agreement and the applicable usage and license-type restrictions identified in the Quote and the Licensing Basis Document. Notwithstanding the foregoing, if the Licensed Product is being provided by PIO SOFTWARE on an "evaluation" or "trial" basis, such License will be instead to install and use the Licensed Product solely to evaluate such Licensed Products, and Customer agrees not to use the Licensed Product in any commercial applications or for productive purposes. Also, if the Licensed Product is sold on a "demo and test" or "nonproduction" basis (or similar designation), such Licensed Product may not be used in a production environment.

2.2. Designated Country/Servers. Except in the case of Global or Restricted Global Licenses, Customer may only install and operate Licensed Products on the applicable Designated Server situated in the applicable Designated Country. Customer may, from time to time, change the Designated Server and/or the Designated Country in which Customer seeks to install or operate a Licensed Product, provided that in each case (i) Customer shall give prior written notice to PIO SOFTWARE of any such change, and (ii) upon moving the Licensed Products to a different Designated Country, Customer shall pay the associated Uplift Fees.

2.3. Additional Restrictions on Use. Customer shall not permit any persons who are not Permitted Users to access or use the Licensed Products. As a condition of the grant of license set forth in Section 2.3, Customer shall not and shall not permit any third party(ies) to: (i) modify or create any derivative work of any part of the Licensed Products; (ii) rent, lease, or loan the Licensed Products; (iii) use the Licensed Products, or permit them to be used, for third-party training, to deliver software implementation or consulting services to any third parties, or for commercial time-sharing or service bureau use; (iv) disassemble, decompile or reverse engineer the Licensed Products or the file format of the Licensed Products, or otherwise attempt to gain access to the source code or file format of the Licensed Products, except as expressly permitted in Schedule A, if applicable; (v) sell, license, sublicense, loan, assign, or otherwise transfer (whether by sale, exchange, gift, operation of law, or otherwise) to any third party the Licensed Products, any copy thereof, or any License or other rights thereto, in whole or in part, without in each case obtaining PIO SOFTWARE's prior written consent, except to the extent that any of the foregoing are explicitly authorized in the Quote and/or the Licensing Basis Document; (vi) alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in any copies of the Licensed Products; and (vii) copy or otherwise reproduce the Licensed Products in whole or in part, except (a) as may be required for their installation into computer memory for the purpose of executing the Licensed Products in accordance with this Section 2, and/or (b) to make a reasonable number of copies solely for back-up purposes (provided that any such permitted copies shall be the property of PIO SOFTWARE and Customer shall reproduce thereon all PIO SOFTWARE copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices contained in the original copy of the Licensed Product obtained from PIO SOFTWARE).

2.4. Restriction on Installation Location. Except for "Global" licenses (as specified in the product name), all of PIO SOFTWARE's products are restricted such that they may only be installed in the Designated Country. Where Customer desires to change the country of installation, Customer is required to notify PIO SOFTWARE and, where the list prices for such licenses are higher in the proposed new country of installation, uplift fees are required based on the difference.

2.4. Restrictions on User Location (Concurrent User Products). Except for "Global" and "Restricted Global" licenses, PIO SOFTWARE products that are licensed on a Concurrent User basis may only be used by persons physically located in the country where the products are installed, and all of the software components shipped as part of that product (for example, client code and license server) may only be installed in the Designated Country. Users who are not employees of the Customer may use PIO SOFTWARE products licensed on a Concurrent User basis only while physically located at a Customer site. THE RESTRICTIONS IN THIS PARAGRAPH APPLY ONLY TO CONCURRENT USER PRODUCTS, NOT TO PIO SOFTWARE PRODUCTS THAT ARE LICENSED ON A DIFFERENT BASIS THAN CONCURRENT USER.

2.5. Global Licenses. A "Global" License allows the Customer to install, operate and use such Licensed Product at any of the Customer's site(s) throughout the world, notwithstanding any restrictions in the

License Agreement in relation to limiting use of Licensed Products to the country of installation, but subject to compliance with all applicable export laws and regulations.

3. Support

3.1. Support Services Plan; Levels of Support Services. Upon PIO SOFTWARE's acceptance of Customer's order for a subscription License or for Support Services in respect of the Licensed Products, PIO SOFTWARE and/or its authorized subcontractors shall provide Support Services in accordance with these terms for a time period of twelve (12) months or for such other period specified in Customer's order accepted by PIO SOFTWARE (a "Support Services Plan"). If Customer at any time discontinues Support Services and subsequently wishes to obtain Support Services, Customer must pay (i) the then current fees for Support Services and (ii) the fees for Support Services for any period for which Customer has not purchased Support Services; provided, however, that Customer will be required to purchase new licenses if the Support Services lapse period exceeds twelve months.

3.2. If Customer elects Support Services for a particular Licensed Product, all of Customer's licenses of such Licensed Product must be on Support Services (i.e., partial Support orders or partial renewals are not permitted).

4. Compliance

4.1. License Usage Assessments. To confirm Customer's compliance with the terms and conditions of this Agreement, Customer agrees that PIO SOFTWARE may perform usage assessments with respect to Customer's use of the Licensed Products. Customer agrees to provide PIO SOFTWARE access to Customer's facilities and computer systems, and cooperation from Customer's employees and consultants, as reasonably requested by PIO SOFTWARE in order to perform such assessments, all during normal business hours, and after reasonable prior notice from PIO SOFTWARE.

4.2. Reports. Upon written request from PIO SOFTWARE, Customer agrees to provide to PIO SOFTWARE an installation and/or usage report with respect to the Licensed Products. Each such report shall be certified by an authorized representative of Customer as to its accuracy within ten (10) business days after receipt of PIO SOFTWARE's written request. For any period in which Customer's use of the Licensed Products exceeds the number and/or the scope of the Licenses in effect during such period for such Licensed Products, Customer agrees to pay for any such excess usage, including applicable license and Support Services fees, and without limiting any other rights or remedies to which it is entitled, failure to pay shall be grounds for termination in accordance with Section 9.1 hereof.

5. Intellectual Property. PIO SOFTWARE and its licensors are the sole owners of the Licensed Products and of any copies of the Licensed Products, and of all copyright, trade secret, patent, trademark and other intellectual or industrial property rights in and to the Licensed Products. All copies of the Licensed Products, in whatever form provided by PIO SOFTWARE or made by Customer, shall remain the property of PIO SOFTWARE, and such copies shall be deemed to be on loan to Customer during the License Term. Customer acknowledges that the License granted hereunder does not provide Customer with title to or ownership of the Licensed Products or any copies thereof, but only a right of limited use consistent with the express terms and conditions of this Agreement. Customer shall have no rights to the source code for the Licensed Products and Customer agrees that only PIO SOFTWARE shall have the right to maintain, enhance, or otherwise modify the Licensed Products.

6. Warranty

6.1. Warranty. PIO SOFTWARE warrants to Customer that PIO SOFTWARE is authorized to grant the License(s). PIO SOFTWARE further warrants that the Licensed Products will be free from Errors during the Warranty Period. "Warranty Period" means: (a) for perpetual software licenses, the thirty day period commencing on the date PIO SOFTWARE makes the Licensed Product available to Customer or Customer's designee, and (b) for subscription licenses, the term of the subscription. PIO SOFTWARE shall have no warranty obligations hereunder with respect to any (i) Errors attributable to any modifications or customizations of the Licensed Products, and/or (ii) Licensed Products that are provided by PIO SOFTWARE free of charge to Customer. PIO SOFTWARE's issuance of a New Release will not re-start a Warranty Period that has expired.

6.2. Sole Remedy. PIO SOFTWARE's and its licensors' entire liability and Customer's exclusive remedy for any breach by PIO SOFTWARE of the warranty given in the second sentence of Section 6.1 above shall be, at PIO SOFTWARE's sole discretion, either to (a) replace the Licensed Product(s) that contains the Error, or (b) use diligent efforts to repair the Error. PIO SOFTWARE's obligations set forth in the preceding sentence shall apply only if notice of the Error is received by PIO SOFTWARE within the Warranty Period and Customer supplies such additional information regarding the Error as PIO SOFTWARE reasonably requests. If PIO SOFTWARE does not replace the applicable Licensed Product(s) and/or does not repair the Error (either by providing a bug fix, a workaround or otherwise) within a reasonable time after PIO SOFTWARE receives written notice of the Error and associated information from Customer, upon return of such Licensed Product(s) and any copies thereof, PIO SOFTWARE will provide a refund of: the perpetual license fees paid by Customer for the Licensed Product(s) that contains the Error, and (ii) the prepaid subscription fees for the remainder of the subscription term for the Licensed Product(s) that contains the Error, in each case upon return of such Licensed Product(s) and any copies thereof.

6.3. No Additional Warranties. No third party, including any employee, partner, distributor (including any Reseller) or agent of PIO SOFTWARE or any of its Resellers or sales agents is authorized to give any representations, warranties or covenants greater or different than those contained in this Agreement with respect to any Licensed Products or Support Services, except as specifically set forth in a written agreement signed on behalf of Customer by an authorized officer and on behalf of PIO SOFTWARE by its legal counsel.

6.4. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, PIO SOFTWARE DISCLAIMS (AND CUSTOMER WAIVES) ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND/OR ANY WARRANTY THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RETURN ON INVESTMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM USING THE LICENSED PRODUCTS, INCLUDING THE ADEQUACY OF INDEPENDENT TESTING OF RELIABILITY, SECURITY AND ACCURACY OF ANY ITEM DESIGNED USING LICENSED PRODUCTS. PIO SOFTWARE DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO CUSTOMER'S DATA, COMPUTERS OR NETWORKS. WITHOUT LIMITING THE FOREGOING, PIO SOFTWARE WILL HAVE NO LIABILITY ARISING FROM ANY SECURITY INCIDENT OR DATA LOSS THAT WOULD HAVE BEEN PREVENTED IF CUSTOMER HAD IMPLEMENTED A SECURITY SOLUTIONS, DEVICES OR

FEATURES (INCLUDING "PATCHES," FIXES AND UPDATES) FOR THE LICENSED PRODUCTS PROVIDED OR MADE AVAILABLE BY PIO SOFTWARE TO CUSTOMER.

7. Indemnification; Infringement

7.1. PIO SOFTWARE's Obligation to Indemnify Customer. PIO SOFTWARE, at its own expense, will defend any action brought against Customer based on a claim that any Licensed Product infringes a United States, European Union or Japanese patent, copyright or trademark and, at its option, will settle any such action or will pay any final judgment awarded against Customer, provided that: (a) PIO SOFTWARE shall be notified promptly in writing by Customer of any notice of any such claim; (b) PIO SOFTWARE shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and shall bear the costs of the same (save where one or more of the exclusions in Section

7.3 applies); and (c) Customer shall cooperate fully at PIO SOFTWARE's expense with PIO SOFTWARE in the defense, settlement or compromise of such claim. This Section states PIO SOFTWARE's sole and exclusive liability, and Customer's sole remedy, for any and all claims relating to infringement of any intellectual property right.

7.4. PIO SOFTWARE's Right to Act to Prevent a Claim. If a claim described in Section 7.1 hereof occurs or, in PIO SOFTWARE's opinion, may occur, Customer shall permit PIO SOFTWARE, at PIO SOFTWARE's option and expense to: (a) procure for Customer the right to continue using the Licensed Product; (b) modify the Licensed Product so that it becomes non-infringing without materially impairing its functionality; or (c) terminate the applicable Licenses, accept return of the applicable Licensed Products and grant Customer a credit thereon. For Licenses purchased with a perpetual License Term, such credit shall be equal to the license fees paid by Customer for such Licensed Product depreciated on a straight-line, five-year basis. For Licenses purchased on a term license or subscription basis, such credit shall be equal to the prepaid license or subscription fees for the remainder of the License Term.

7.5. Exclusions from PIO SOFTWARE's Obligation to Indemnify Customer. PIO SOFTWARE shall have no liability to Customer under Section 7.1 hereof or otherwise to the extent that any infringement or claim thereof is based upon: (a) use of the Licensed Product in combination with equipment or software not supplied hereunder where the Licensed Product itself would not be infringing; (b) use of other than a current release of the Licensed Product(s) provided to Customer; or (c) modification of the Licensed Product by anyone other than PIO SOFTWARE or its employees or agents.

8. Limitation of Liability.

8.1. The warranty and indemnification provisions of Sections 6 and 7 hereof state the entire liability of PIO SOFTWARE, its subsidiaries and affiliates, and each of their respective directors, officers, employees or agents, with respect to the Licensed Products and Support Services, including (without limitation) any liability for breach of warranty, or for infringement or alleged infringement of patent, copyrights, trademarks, trade secrets and other intellectual or proprietary rights by the Licensed Products, or their use.

8.2. EXCEPT FOR PIO SOFTWARE'S INDEMNIFICATION OBLIGATIONS IDENTIFIED IN SECTION 7.1 ABOVE AND EXCEPT FOR CLAIMS FOR DEATH OR PERSONAL INJURY, THE MAXIMUM LIABILITY OF PIO SOFTWARE AND ITS AFFILIATES, RESELLERS, DISTRIBUTORS AND LICENSORS ARISING OUT OF, OR

RELATING TO, THE CREATION, LICENSE, FUNCTIONING, USE OR SUPPLY OF THE 5 PIO SOFTWARE 2018 LICENSED PRODUCTS OR THE PROVISION OF SUPPORT SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT, (I) FOR LICENSES PURCHASED ON A PERPETUAL BASIS, EXCEED THE FEES PAID BY CUSTOMER FOR THE LICENSED PRODUCTS OR SUPPORT SERVICES THAT GAVE RISE TO THE CLAIM, AND (II) FOR LICENSES PURCHASED ON A TERM OR SUBSCRIPTION BASIS, EXCEED THE FEES PAID BY CUSTOMER IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO DAMAGES FOR THE LICENSED PRODUCTS OR SUPPORT SERVICES THAT GAVE RISE TO THE CLAIM.

8.3. IN NO EVENT SHALL PIO SOFTWARE AND ITS AFFILIATES, RESELLERS, DISTRIBUTORS AND LICENSORS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR: (A) ANY LOSS OF PROFIT, LOSS OF USE DAMAGES, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF SALES, LOSS OF REPUTATION OR LOSS OF ANTICIPATED SAVINGS; (B) ANY LOSS OR INACCURACY OF DATA OR BUSINESS INFORMATION OR FAILURE OR INADEQUACY OF ANY SECURITY SYSTEM OR FEATURE; AND (C) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED; IN EACH CASE EVEN IF PIO SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4. NOTHING IN THIS SECTION 8 WILL EXCUSE OR LIMIT CUSTOMER'S OBLIGATION TO PAY THE APPLICABLE FEE(S) FOR ALL AUTHORIZED OR UNAUTHORIZED USE OF THE LICENSED PRODUCTS.

8.5. Customer agrees not to bring any suit or action against PIO SOFTWARE, and/or its subsidiaries and affiliates, PIO SOFTWARE's licensors and/or any of their respective directors, officers, employees or agents for any reason whatsoever more than one year after the cause of action arises.

9. Term and Termination of Licenses or Support Services

9.1. Events Causing Termination. This Agreement and all Licenses and the provision of Support Services will terminate ten (10) days after written notice from PIO SOFTWARE specifying a breach of this Agreement, including failure to make any payment due to either PIO SOFTWARE or a Reseller in connection with the Licensed Products in a timely manner, if that breach is not, within that thirty (30) day period, remedied to PIO SOFTWARE's reasonable satisfaction.

9.2. Effects of Expiration or Termination. Upon expiration of a given License Term and/or any expiration or termination of this Agreement, Customer shall promptly pay all sums owed by Customer, return to PIO SOFTWARE the original copies of all Licensed Products for which the License Term has expired or has been terminated, destroy and/or delete all copies and backup copies thereof from Customer's computer libraries, storage facilities and/or hosting facilities.

9.3. Survival. Sections 1.2, and 3 through 10 shall survive expiration or termination of this Agreement.

10. General

10.1. Governing Law and Jurisdiction. Unless otherwise stated in Schedule A, all disputes arising under, out of, or in any way connected with this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to conflict of laws principles (and specifically excluding the Uniform Computer Information Transactions Act). The parties hereby expressly disclaim the application of the U.N. Convention for the International Sale of Goods. All disputes arising under, out

of, or in any way connected with this Agreement shall be litigated exclusively in the state or federal courts situated in the State of Ohio, and in no other court or jurisdiction. Notwithstanding the foregoing or anything to the contrary, PIO SOFTWARE shall have the right to bring a claim in any court of competent jurisdiction to enforce any intellectual property rights and/or protect any confidential information. Customer stipulates that the state and federal courts situated in the State of Ohio shall have personal jurisdiction over its person, and Customer hereby irrevocably (i) submits to the personal jurisdiction of said courts and (ii) consents to the service of process, pleadings, and notices regarding any and all actions initiated in said courts. The parties agree that a final judgment in any such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction. Each party waives its right to trial by jury regarding any dispute arising out of this Agreement.

10.2. Notices. Any notice or communication required or permitted under this Agreement shall be in writing. Any notice provided under this section shall be deemed to have been received: (a) if given by mail, five (5) business days after posting; (b) if given by express courier service, the second business day following dispatch; or (c) if given by fax, upon receipt thereof by the recipient's fax machine.

10.3. Assignment, Waiver, Modification. Customer may not assign, transfer, delegate or sublicense any of Customer's rights or obligations hereunder (including without limitation by operation of law or by sale of Customer assets, whether directly or by merger, and a change in control of Customer shall be deemed to be an "assignment" for purposes of the foregoing) without PIO SOFTWARE's prior written consent, and any such attempted delegation, assignment, transfer or sublicense shall be void and a breach of this Agreement. No waiver, consent, modification, amendment or change of the terms of this Agreement shall be binding unless in writing and signed by PIO SOFTWARE and Customer. PIO SOFTWARE reserves the right to charge a transfer fee for any proposed assignment, transfer or sublicense of this Agreement or any Licenses purchased hereunder.

10.4. Compliance with Laws. (i) Each party shall be responsible for its own compliance with applicable laws, regulations and other legal requirements relating to the conduct of its business and this Agreement. Further, Customer represents and warrants that it will use the Licensed Products, as well as related technology and services, in full compliance with applicable laws and regulations. (ii) Customer hereby warrants and represents that neither Customer nor any of Customer's directors, officers or affiliates are listed on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List, the U.S. State Department's Nonproliferation Sanctions List, the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons or the Sectoral Sanctions Identifications (SSI) List (collectively, the "Restricted Party Lists"). Customer acknowledges and agrees that the Licensed Products and related technical data and services are subject to the export control laws and regulations of the United States and any country in which the Licensed Products or related technical data or services are developed, received, downloaded, used, or performed. Further, Customer understands and acknowledges that the release of software or technology to a non-U.S. person within the United States or elsewhere abroad is deemed to be an export to the non-U.S. person's home country or countries, and that the transfer of the Licensed Products or related technology to Customer's employees, affiliates, or any third party, may require a license from the United States Government and possibly other applicable authorities. Customer shall be solely responsible for determining whether Customer's use or transfer of the Licensed Products or related technology or services requires an export license or approval from U.S. or other authorities, and for securing all required authorizations.

10.5. Severability. The unenforceability or invalidity of any provision shall not affect the validity of the remaining provisions, and such provisions determined to be invalid shall be deemed severed from this Agreement and replaced with terms which as closely as possible approximate the intent of such invalid provisions.

10.6. Entire Agreement. This Agreement is the complete and exclusive statement of the contract between PIO SOFTWARE and Customer with respect to the subject matter hereof. No waiver, consent, modification, amendment or change of this Agreement shall be binding unless in writing and signed or otherwise expressly acknowledged by PIO SOFTWARE and Customer.

10.7. Third Party Beneficiaries. It is agreed by the parties to this Agreement that PIO SOFTWARE's third-party licensors are intended beneficiaries of this Agreement and have the right to rely upon and directly enforce its terms with respect to the products of such licensors.

10.8. Processing Personal Data: All personal data received, or collected by PIO SOFTWARE in connection with the performance of its obligations will be processed in accordance with the Data Processing Terms and Conditions and PIO SOFTWARE's privacy policy. Customer acknowledges that, PIO SOFTWARE is part of a global company with global operations, and that personal data may be processed outside Customer's country. All such transfers of personal data shall be in accordance with applicable data privacy laws. Customer certifies that it has obtained any personal data provided to PIO SOFTWARE in accordance with applicable data protection laws.

10.9. Marketing. Customer agrees that while this Agreement is in effect, PIO SOFTWARE shall be authorized to identify Customer as a customer/end-user of PIO SOFTWARE software and services (as applicable) in public relations and marketing materials.

10.10. Government Licensees. If Customer is a United States Governmental entity, Customer agrees that the Licensed Products are "commercial computer software" under the applicable federal acquisition regulations and are provided with the commercial license rights and restrictions described elsewhere herein. If Customer is acquiring the Licensed Product(s) under a United States government contract, Customer agrees that Customer will include all necessary and applicable restricted rights legends on the Licensed Products to protect PIO SOFTWARE's proprietary rights under the FAR or other similar regulations of other federal agencies. Customer agrees to always include such legends whenever the Licensed Products are, or are deemed to be, a deliverable under a government contract. Schedule A – Purchases from PIO SOFTWARE Affiliates If the Customer has obtained a License to any Licensed Products in one of the following countries, the entity granting the License is specified below and, notwithstanding Section 10.1 of this Agreement, the governing law and jurisdiction shall be as set forth below.