

END USER LICENSE AGREEMENT

NOTICE TO USER: THIS END USER SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) IS A BINDING AGREEMENT BETWEEN SOFTWARE TECHNOLOGY, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“LICENSOR”), AND THE END-USER (“END USER” or “YOU”). THIS AGREEMENT GOVERNS YOUR USE OF THE SOFTWARE. THE SOFTWARE IS LICENSED, NOT SOLD, TO YOU. BY USING THE SOFTWARE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) IF APPLICABLE, REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SOFTWARE AND DELETE THE DOWNLOADED FILES.

THIS AGREEMENT GOVERNS THE USE OF VERSION 2021 AND SUBSEQUENT VERSIONS OF THE FOLLOWING LICENSOR PRODUCTS: Tabs3 Billing, Tabs3 Billing Report Writer, Tabs3 Billing Remote, PracticeMaster, Tabs3 Financials (Tabs3 Trust Accounting, Tabs3 Accounts Payable, Tabs3 General Ledger, and Tabs3 General Ledger Report Writer), Tabs3 Taskbill, Tabs3 Add-Ins for Microsoft Office 365, Platinum Server, and all data collection device programs of Licensor.

ARTICLE 1 DEFINITIONS/RULES OF CONSTRUCTION

1.1 Definitions. As used in this Agreement:

(a) “Computer” means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

(b) “Intellectual Property Rights” means all present and future copyrights, trademark rights, service mark rights, trade secret rights, patent rights, moral rights, and other intellectual property and proprietary rights recognized in any jurisdiction.

(c) “Internal Network” means a group of Workstations connected in such a way that they can send information back and forth between themselves and are accessible only by Your employees and permitted independent contractors. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.

(d) “Permitted Number” means the total number of concurrent users or the total number of timekeepers, as applicable, permitted by the built-in restrictions of the Software when You receive such Software, as set forth in the receipt You obtain from Licensor or its Consultant, and the “About” section of the “Help” drop-down menu of the Software.

(e) “Server” means the Computer(s) that control the Internal Network and can provide services and resources to each Workstation.

(f) “Software” means (i) the Licensor software with which this Agreement is provided; (ii) related explanatory written materials and files, as modified from time to time by Licensor in its sole discretion (“Documentation”); and (iii) any modified versions and

copies of, and upgrades, Updates and supplements to, such software and Documentation, provided to You by Licensor at any time.

(g) “Update” means an update, release, new version or other modification of the Software products that Licensor, at its discretion, makes available under a Support Plan and that may contain, among other things, error corrections, enhancements, improvements and other changes to the Software.

(h) “Workstation” means a Computer that is connected to an Internal Network and can process data and applications locally or access data and applications on the Internal Network.

1.2 Construction. “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Articles” or “Sections” shall mean Articles or Sections of this Agreement, unless otherwise expressly indicated. The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

ARTICLE 2 LICENSE

2.1 License Grant. If You obtained the Software from Licensor or one of its Consultants, Your receipt and the “About” section of the “Help” drop-down menu of the Software reflects Your permitted use of such Software. Each type of permitted use is described in further detail below. As long as You comply with the terms of this Agreement, Licensor grants You a non-exclusive and non-transferable license to use the Software in the manner permitted, and as described in the Documentation. This license is non-sublicensable (including to Your parent, subsidiaries, sister entities or other related entities).

2.2 Network Installation or Access. You may only install and access the Software on Your Internal Network, as described in this Article 2, or utilize a Hosting Service Provider, as described in Article 3. No other network installation or access (either directly or through commands, data or instructions) is permitted, including: (i) for enabling web hosted workgroups or services available to the public, (ii) by any individual or entity to use, download, copy or otherwise benefit from the functionality of the Software unless licensed to do so by Licensor, (iii) as a component of a system, workflow or service accessible by more than the Permitted Number of users or timekeepers, as applicable, or (iv) for operations not initiated by an individual user (e.g., high-volume automated server processing of wire feed content).

2.3 Installation and Use on Your Internal Network. You may install and use the Software on only one of Your compatible Workstations or on only one Server within Your Internal Network for the purpose of downloading, installing and using the executable files on Your compatible Workstations within the same Internal Network; or, You may have a Hosting Service Provider (as defined below) provide the Hosting Services (as defined below) as expressly set forth in Article 3 below.

2.4 Tabs3 Billing Remote Installation and Use. In the event You procure a license of Licensor’s Software called “Tabs3 Billing Remote”, You may install and use Tabs3 Billing Remote on up to ten (10) Workstations at one physical location/office. In the event that You desire to install Tabs3 Billing Remote on more than ten (10) Workstations at one physical location/office,

or at more than one physical location/office, You are required to procure additional licenses from Licensor or its Consultant.

2.5 Backup Copies. If You install the Software on Your Internal Network, You may make two (2) backup copies of the Software, provided Your backup copies are not installed or used other than for archival purposes or testing the Software or Updates thereto in a non-production environment. Licensor recognizes that You may use a third party service provider to perform backup services with respect to the Software or Your data (the "Backup Provider"). Any backup of the Software by You or the Backup Provider that includes the Software's executable code must be performed on equipment in the possession or under the control of You or the Backup Provider in the United States or Canada. You are responsible for the compliance of the Backup Provider with all applicable obligations You have under this Agreement, and any breach by the Backup Provider shall be deemed to be a breach by You.

2.6 Intellectual Property Ownership. You acknowledge that Licensor owns all right, title and interest, including all Intellectual Property Rights, in and to the Software and any authorized copies thereof. Except as expressly stated herein, this Agreement does not grant You any Intellectual Property Rights in the Software and all rights not expressly granted are reserved by Licensor. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Licensor. The Software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provision.

2.7 Restrictions on Use.

(a) Data Set. All Your active data is required to be located on (i) only one Workstation, (ii) only one Server within Your Internal Network, or (iii) only one Server of a Hosting Service Provider, and You are only permitted to have one active data set.

(b) Number of Concurrent Users/Timekeepers. Except as specifically set forth in this Agreement, the total number of concurrent users or the total number of timekeepers, as applicable, permitted to use the Software may not exceed the Permitted Number.

(c) Notices. You may not copy the Software except as set forth in Section 2.5. Any permitted copy of the Software that You make must contain the same copyright and other proprietary notices that appear on or in the Software.

(d) No Modifications. You may not modify, adapt, alter, translate, or create derivative works based on the Software. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

(e) No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and may be provided to You on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to You as a single product to be used as a single product on Computers as permitted by this Article 2. You may not unbundle or repackage the Software for distribution, transfer or resale.

(f) No Service Bureau Use. You may not use the Software in a service bureau, rental or time-sharing arrangement.

(g) No Transfer. YOU MAY NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN OR TRANSFER YOUR RIGHTS IN THE SOFTWARE, OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL'S OR LEGAL ENTITY'S COMPUTER EXCEPT AS MAY BE PERMITTED HEREIN.

2.8 Unauthorized Use and Compliance. Except for Your limited right to engage a Hosting Service Provider to provide the Hosting Services as set forth in Article 3 below, You shall take reasonable efforts to prevent use of the Software by any person or entity other than You. You shall use all reasonable efforts to see that employees, agents, assigns or other persons under Your direction or control (including Your Hosting Service Provider, if applicable) who have access to the Software or Documentation abide by the terms and conditions of this Agreement. You shall notify Licensor immediately in writing of any unauthorized use.

2.9 Third Party Agreements. Certain software, databases, or portions thereof, accessed through, used in connection with or included with or in the Software, or that access Licensor's application programming interfaces (the "Third Party Products") may be subject to the terms and conditions of other third party agreements (collectively, "Third Party Agreements") which contain terms that may expand (or restrict) Your and/or third parties' rights to use certain portions of the Software. To the extent that we include a Third Party Product with the Software, we will make the Third Party Agreement and any related documentation about such Third Party Product available at the website <https://support.tabs3.com/main/R10348.htm> or its successor website(s). You should access and read all other Third Party Agreements directly. You are responsible for reading and agreeing to the terms and conditions of each such Third Party Agreement. The Third Party Agreements may permit You and/or third parties to copy, modify, redistribute and have access to the source code (if applicable) of the Third Party Products. To the extent the terms and conditions of any Third Party Agreement are inconsistent with or contradictory to the terms and conditions of this Agreement, then the terms and conditions of the Third Party Agreement shall prevail and control, only insofar as they apply to any Third Party Products.

2.10 License Options. You have licensed the Software for either; consecutive one-year periods or consecutive monthly periods (in each case, subject to Your payment of the applicable license fees). Such licenses are hereinafter collectively referred to as "Term Licenses." The monthly Term License is only available for certain Software licensed by Licensor. Each item of Software is subject to this Agreement and is deemed to be a separate annual or monthly Term License. The terms and conditions associated with the pricing and payment under annual and monthly Term Licenses have been separately provided to You by Licensor or Your Consultant, and You acknowledge and agree that You have agreed to such terms and conditions. The following terms and conditions pertain specifically to the Term Licenses and prevail over any conflicting terms and conditions set forth elsewhere in this Agreement:

(a) The license fee for any Term License is due in advance, not in arrears. A monthly or annual Term License will be terminated by You if You do not pay the license fees due to Licensor. You may also terminate a Term License by providing Licensor with notice of termination in advance (at least 10 business days prior to the date the next monthly license fee is due, or at least 30 business days prior to the date the next annual license fee is due) (each, a "Termination Deadline").

(b) From time to time, Licensor may offer a money-back guarantee on Software provided hereunder. Except pursuant to the terms and conditions of any such money-back guarantee, no monthly or annual license fee paid by You is refundable.

(c) Each monthly license fee will be paid by a credit card that is in Your name or in the name of an authorized representative of You with authority to pay the monthly license fee. If a payment is declined or cancelled or Your credit card expires, You will receive an email from Licensor to that effect, and the information will also be relayed via in-product notifications. We will also contact Your Consultant if the monthly Term License was purchased through such Consultant. If You do not provide updated credit card information for use on an ongoing basis and pay any outstanding amounts prior to the due date for the next monthly license fee (collectively the "Cure"), the Software will cease to operate. If You Cure after the Software has ceased to operate, You will be deemed to have entered into a new monthly Term License for the Software as of the date of the Cure. If You do not Cure by the date on which Your next monthly license fee is due, this Agreement will terminate. If Your payment is declined or cancelled or Your credit card expires more than 2 times within a 3-month period, Licensor may notify You that this Agreement has terminated and will not be reinstated.

(d) If You do not receive an email confirmation that Your monthly license fee has been received, it is Your responsibility to notify Licensor of such non-receipt of confirmation within 5 days after the date that payment should have occurred. Such notification must be accompanied by a credit card statement reflecting payment and any other information reasonably required by Licensor.

(e) If a Term License terminates for a Software item, any integrated use with another Software item will likewise terminate (including the Tabs3 application programming interface that is provided by Licensor (the "TABS3 API")). You may not update or upgrade to a new version of a Software item without upgrading to the same new version for any Software items integrated with such item.

ARTICLE 3 LIMITED HOSTING RIGHTS

3.1 Hosting. Subject to the terms and conditions of this Agreement, You shall have the right to have a hosting service provider (the "Hosting Service Provider") with a hosting and data center located in the United States or Canada (the "Hosting Center") (a) install and host a single installation of the Software (and, as applicable, Third Party Products) on hosting equipment (the "Hosting Equipment") at the Hosting Center, and (b) deliver and provide access to the Software and Third Party Products solely to You (the "Hosting Services").

3.2 Limitation and Restrictions on Hosting. The engagement of a Hosting Service Provider does not modify or delete Your obligations to Licensor. You are responsible for the compliance of the Hosting Service Provider with all such obligations, as well as the following additional obligations, and any breach by the Hosting Service Provider shall be deemed to be a breach by You.

(a) Any backup of the Software that includes the Software's executable code must be performed on equipment in the possession or under the control of the Hosting Service Provider in the United States or Canada.

(b) If the Hosting Service Provider has a redundant or mirrored live copy of the Software on hosting equipment (which is permitted so long as such hosting equipment is located in the United States or Canada), You may only use either the original installed Software or the redundant/mirrored live copy (but not both) at any one time, and the

redundant or mirrored live copy of the Software must contain an identical data set to that of the original installed Software.

3.3 Recommended Due Diligence. For the mutual benefit of You and Licensor, Licensor recommends that You perform the necessary due diligence to ensure that the Hosting Service Provider utilizes security protections that comply with current industry standards in the United States or Canada. At a minimum, these security protections would include (i) providing You with Internet access to the Software through a combination of protected usernames and password(s) or through anonymous access and appropriate usage monitoring, and (ii) implementing or maintaining the following security measures to prevent unauthorized access to the Software:

- (a) 7 x 24 data center security, which requires authorization by personal identification;
- (b) 3rd party access to Hosting Service Provider equipment will require Hosting Service Provider escort;
- (c) Hosting Service Provider equipment and the Server are contained in locked enclosures;
- (d) Administrator access to Server is password protected; and
- (e) End User access to Software requires a username and password, authenticated by a directory Server.

3.4 Assistance with Support for Hosting Services. You and the Hosting Service Provider are solely responsible for the performance of the Software as it is integrated with the Hosting Equipment. Upon Your reasonable request, Licensor may (at its sole discretion) assist in resolving issues with the use and performance of the Software arising from the Hosting Services, and reserves the right to charge You for such assistance at its then-current support rates. Licensor does not warrant or guarantee that any of the functions of the Software will perform as stated in the Documentation in the Hosting Service Provider's hosting environment, including any integration functions with Third Party Products. If Licensor is providing support pursuant to a Support Plan, You shall take all necessary efforts to cause Hosting Service Provider to cooperate with Licensor and to promptly take commercially reasonable efforts to troubleshoot, address and resolve any such issues.

3.5 Unauthorized Access. If unauthorized access to the Software or Your data occurs while You are utilizing the Hosting Services, You will take immediate action to cause the Hosting Service Provider to use its reasonable commercial efforts to immediately remedy such security breach at Your sole expense, and You shall promptly notify Licensor of the situation.

ARTICLE 4 TECHNICAL SUPPORT PLAN

4.1 Software Technical Support Plan.

(a) Each Term License comes with automatic enrollment in the Software Technical Support Plan (the "Support Plan") at no additional cost. Any and all technical support services shall be provided to You pursuant to the then current terms and

conditions of the Support Plan. Enrollment in the Support Plan is automatically included in the license fee. The termination of a Term License will terminate participation in the Support Plan for the item of Software licensed thereunder. Licensor retains the rights under Article 4 to modify or limit the Support Plan without reducing the amount of the monthly license fee. For the avoidance of all doubt, other than Your continued enrollment in the Support Plan, Licensor is not obligated to provide any technical support services to You in connection with the Software.

(b) Upon the termination of Your enrollment in the Support Plan:

(i) You can continue to view, but not add to or change, Your data in the Software version that You had access to before Your Support Plan expired;

(ii) Licensor will not provide new Updates for the Software; and

(iii) You will lose access to some additional features offered in connection with the Software, including without limitation integration with the Third Party Products that access the Software via the TABS3 API.

(c) If, while enrolled in a Support Plan, You need additional technical support services for the Software that are not otherwise covered under the Support Plan, You shall be charged at a rate of seventy-five dollars (\$75.00) (or the then current technical support rate established from time to time by Licensor in its sole and absolute discretion) for each fifteen 15 minutes, or portion thereof, of service time provided to You.

(d) If You elect not to install and use any Update, and Licensor ceases to provide technical support services to customers in general for the version of the Software You are utilizing, a surcharge will be added to Your license fee.

4.2 Limitation or Termination of Technical Support Services. Without liability to You, Licensor may limit or terminate any technical support services being provided to You, including any services provided under the Support Plan, if You use the technical support services or the Software in an abusive or fraudulent manner, as determined by Licensor in its reasonable discretion, and the technical support and maintenance services shall also be automatically terminated upon the termination or expiration of this Agreement.

4.3 Auto Updates. The Software incorporates technology that enables a number of functions to be performed automatically via a connection with Licensor's systems once it is installed. These functions will typically occur when a user logs onto the Software, and include the following: (a) Licensor's confirmation of the version of the Software and/or its components that You are utilizing; (b) Licensor's validation that the Software is being used by You, and in accordance with the terms of this Agreement; and (c) the Software's checking with Licensor for critical and non-critical Updates, and downloading such Updates to the Permitted Number of Workstations. If a connection is not made with Licensor's systems at least once every 60 days, You will be notified when You log onto the Software that You have a 15-day grace period to so connect. After the expiration of that grace period, the Software will cease to operate until You call Licensor's Software Technical Support personnel and request to reactivate the Software. If you are compliant in all material respects with this Agreement, Licensor's Software Technical Support personnel will instruct You on how to download an authorization certificate to reactivate the Software at no charge. You represent and warrant that You will inform Your Hosting Service

Provider, if applicable, of Licensor's right and capability to utilize such remote capabilities and that You have consented thereto.

4.4 Updates. Any Update may be licensed to You by Licensor with additional or different terms for an additional fee, as determined by Licensor in its sole and absolute discretion.

ARTICLE 5 DISCLAIMER/LIMITATION OF LIABILITY

5.1 Promotional Refund Policies and Procedures. In the event that Licensor provides a promotional money-back guarantee for any Licensor product, You must strictly comply with the refund policies and procedures established by Licensor (as modified from time to time in Licensor's sole discretion) before Licensor or its Consultants will be obligated to refund to You the purchase price for any such Licensor product.

5.2 DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES OR CONSULTANTS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A LICENSOR OR CONSULTANT REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, LICENSOR'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND CONSULTANTS UNDER OR IN CONNECTION WITH ANY CLAIM ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF (A) TOTAL AMOUNTS PAID BY YOU UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM OR (B) \$100. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Any cause of action brought by You under this Agreement, whether in contract, tort or otherwise, shall be commenced no later than one (1) year after such right of action accrues and may not be extended for any reason. This limitation of liability and risk is reflected in the price of the Software. The prevailing party in any claim made under this Agreement shall be entitled to its reasonable costs and attorneys' fees.

5.3 Indemnification. You shall indemnify, hold harmless and defend the Licensor and its respective affiliates, Consultants, directors, employees, agents or representatives against any liability, damages, penalties, fines, judgments, amounts paid in settlement and reasonable costs and expenses (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any of the following: (i) any negligent or willful act or negligent or willful omission by You or Your affiliates, directors, employees, agents, or representatives; (ii) any breach by You of this Agreement; (iii) any violation by You or Your affiliates, directors, employees, agents, or representatives of any local or foreign law, or any rule or regulation of any governing authority; (iv) the use or combination of the Software with other products, devices or software (including the Hosting Equipment) by You, or Your affiliates, directors, employees, agents, or representatives; or (v) Your engagement of the Hosting Service Provider to provide Hosting Services.

In the event that Licensor is seeking indemnification pursuant to this Section, Licensor shall give notice to the You of any claim for which it is seeking indemnity under this Section (a "Claim"), but failure to give such notice shall not relieve You of any liability hereunder (except to the extent that You have suffered actual prejudice thereby). Licensor shall provide all necessary and required information and reasonable assistance regarding any such Claim.

5.4 Payment Processing. Certain Software products may permit You to process and accept payments electronically from Your customers (for example, via financial services cards issued by VISA, MASTERCARD, DISCOVER and/or other financial service card organizations; debit point of sale networks; eCheck; and ACH), provided that You meet the eligibility requirements established from time to time by third parties that may agree from time to time to support and provide the payment processing services (the "Payment Processors"). Should You elect to utilize this functionality, You hereby authorize Licensor to provide the Payment Processor with Your or Your Hosting Service Provider's, if applicable, contact information including Your or Your Hosting Service Provider's, if applicable, name, telephone number, email address, and address. Licensor does not control or accept responsibility for credit card processing or related services provided by any Payment Processor. Any dealings between You, Your Hosting Service Provider and any such Payment Processor are solely between You, Your Hosting Service Provider and any such Payment Processor. ANY AND ALL OF YOUR OR YOUR HOSTING SERVICE PROVIDER'S DEALINGS WITH ANY SUCH PAYMENT PROCESSOR ARE AT YOUR SOLE RISK, COST AND EXPENSE. You agree to hold harmless Licensor, its affiliates and Consultants and each of their respective partners, officers, directors, employees and agents and the successors and assigns of each of them, from any and all claims, damages (including attorney fees), demands, actions or causes of action of any kind or nature, whether known or unknown, arising out of or relating to Your or Your Hosting Service Provider's, if applicable, dealings with any such Payment Processor.

5.5 Third Party Products. You acknowledge that Licensor does not give any warranties (and expressly disclaims any and all warranties), express or implied, grant any license or right or give a covenant not to sue, or grant any other rights, including Intellectual Property Rights, with respect to any Third Party Products accessed through, used in connection with or included in the Software. Notwithstanding anything to the contrary in this Agreement, this Agreement does not and shall not be interpreted or construed to include any representation or warranty that the Third Party Products, or the use thereof, whether alone or in combination with other hardware, software, apparatuses, or methods, is or will be free from infringement of any Intellectual Property Rights or other rights of third parties. Licensor disclaims any and all liability arising from the use of such Third Party Products, including claims of infringement of third party Intellectual Property Rights or other rights arising out of or relating to such Third Party Products. You assume all risk and liability arising from Your or Your Hosting Service Provider's use, copying and distribution of such Third Party Products.

5.6 Pre-release Software Additional Terms. If the Software is pre-commercial release or beta software ("Pre-release Software"), then this Section applies. The Pre-release Software is a pre-release version, does not represent final product from Licensor, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Licensor may never commercially release the Pre-release Software. If You received the Pre-release Software pursuant to a separate written agreement, such as the Software Technology, LLC Beta Test Software License Agreement, Your use of the Pre-release Software is also governed by such agreement. You will return or destroy all copies of Pre-release Software upon request by Licensor or upon Licensor's commercial release of such Software. YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 5.2 and 5.3 AND THE SOFTWARE

TECHNOLOGY, LLC BETA TEST SOFTWARE LICENSE AGREEMENT, AS APPLICABLE, FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN PRE-RELEASE SOFTWARE.

5.7 Trial, Product Sampler, NFR Additional Terms. If the Software is trial, starter, not for resale or product sampler (collectively, "Trial Software"), then this Section applies. If You received the Trial Software pursuant to a separate written agreement, such as the Software Technology, LLC Trial Software License Agreement, Your use of the Trial Software is also governed by such agreement. The Trial Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for Your commercial purposes. YOUR USE OF TRIAL SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 5.2 and 5.3 AND THE SOFTWARE TECHNOLOGY, LLC TRIAL SOFTWARE LICENSE AGREEMENT, AS APPLICABLE, FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN TRIAL SOFTWARE.

ARTICLE 6 ONLINE SERVICES

6.1 Online Services. The Software may rely upon or facilitate Your access to websites maintained by Licensor or its affiliates or third parties offering goods, information, software or services ("Online Services"). Your access to and use of any website or Online Services is governed by the terms of this Agreement, to the extent applicable, and the terms, conditions, disclaimers and notices found on such site or otherwise associated with such Online Services. Licensor may at any time, for any reason, modify or discontinue the availability of any website or Online Services.

6.2 Third Party Products and Services. Licensor does not control, endorse or accept responsibility for websites, or Online Services offered by third parties. Any dealings between You and any third party in connection with such websites, or Online Services, including delivery of and payment for such items and any other terms, conditions, warranties or representations associated with such items, are solely between You and such third party. YOUR USE OF WEBSITES AND ONLINE SERVICES OFFERED BY THIRD PARTIES IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF SECTIONS 5.2 AND 5.3.

6.3 Acknowledgements. You acknowledge and agree that the Internet consists of multiple participating networks that are separately owned and therefore are not subject to the control of Licensor; that computer systems are inherently unstable and may malfunction or cease to function at any time without warning; that malfunction or cessation of Internet services by Internet service providers or of any of the networks that form the Internet may make third party websites and/or the Online Services temporarily or permanently unavailable; and that Licensor expressly disclaims any liability to You or to any of Your clients for damages incurred due to Your access and use of any third party website or any of the Online Services being temporarily or permanently unavailable.

ARTICLE 7 TERMINATION/COMPLIANCE

7.1 Termination. This Agreement is effective until terminated. Termination of this Agreement constitutes termination of the licenses granted herein. This Agreement will automatically terminate if You fail to comply with any term or condition of this Agreement or if You cease to use the Software with no intent to resume use. Upon any termination of a Term License,

You may continue to have read-only access to Your data, but You will not be able to enter data into the Software. Upon notice by Licensor of any termination of this Agreement, or prior to Your termination of this Agreement, You should export Your data. YOU ACKNOWLEDGE AND AGREE THAT LICENSOR HAS NO RESPONSIBILITY FOR THE PERFORMANCE OF THE SOFTWARE OR THE SECURITY, ACCURACY AND COMPLETELY OF YOUR DATA UPON SUCH A TERMINATION, AND THAT YOUR (AND, IF APPLICABLE, YOUR CLIENTS') CONTINUED ACCESS AND USE OF THE SOFTWARE AND THE DATA CONTAINED THEREIN, IN A READ-ONLY MODE, IS AT YOUR OWN RISK.

7.2 Communication of Agreement. You agree to communicate the terms and restrictions contained in this Agreement to all persons under Your employment, direction or control who have access to the Software, and to require such persons to adhere to the applicable terms of this Agreement, including, but not limited to, the provisions related to Confidential Information and Restrictions on Use. You further agree to notify Your clients of the prohibited actions and limitations of liability set forth in Article 6.

7.3 Compliance with Licenses. Upon request from Licensor or its authorized representative, You will within thirty (30) days fully document and certify that use of any and all Licensor Software at the time of the request is in conformity with Your valid licenses from Licensor.

7.4 Taxes. You shall pay any applicable taxes in respect of the licenses granted and fees paid in connection with this Agreement.

7.5 Export Rules. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, You represent and warrant that You are not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Syria, Sudan, Libya, Cuba and North Korea) and that You are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if You fail to comply with the terms of this Agreement.

7.6 U.S. Government End Users. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), all U.S. Government end users acquire the Software (a) only as "commercial items" and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

ARTICLE 8 NOTICES

8.1 Notices. Except for requests for support services related to the Software, any notice required or permitted to be given under this Agreement shall be validly given, made or served if in writing and delivered personally by hand, by a nationally recognized overnight courier service (i.e., FedEx or United Parcel Service), by United States certified or registered first class mail, postage prepaid with return receipt requested. Each such notice or other communication shall be effective if delivered (a) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified in this Section; or (b) by United States certified

or registered first class mail, on the date appearing on the return receipt therefore. In the event that a party is unable to deliver a notice or other communication due to the inaccuracy of the address provided by the other party pursuant to this Section, or the other party's failure to notify the party of a change of its address as specified pursuant to this Section, such notice or other communication shall be deemed to be effective upon confirmation by a nationally recognized overnight courier service of its failure to complete delivery to the other party's address as set forth in this Section (or other address duly given to the party by the other party in accordance with this Section).

Addresses for notices (unless and until written notice is given of any other address):

If to Licensor, to:

Software Technology, LLC
1621 Cushman Drive
Lincoln, Nebraska 68512
Attn: Legal department

If to You, to the address provided by You at the date of purchase.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Feedback. It is expressly understood, acknowledged and agreed that You may, regardless of whether or not formally requested to do so, provide to Licensor suggestions, comments and feedback regarding the Software (collectively, "Feedback"). If You provide Feedback to Licensor, You grant Licensor the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sublicense and create derivative works of the Feedback as part of any Licensor product, technology, service, specification or other documentation including, without limitation the Software and the related explanatory written materials and files provided in connection with the Software (individually and collectively, "Licensor Products"); (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Licensor Products; and, (iii) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

9.2 Monitoring. Licensor may remotely monitor the time of the installation and the versions and number of copies of the Software You install and use. Further, Licensor may gather and use information regarding the types and frequency of use of any item, or components of any item, of Software or Online Services that it provides, solely for the purpose of bettering its software and services offerings.

9.3 Governing Law and Jurisdiction. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Nebraska without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Nebraska to the rights and duties of the parties. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state (or, if there is federal jurisdiction, the applicable federal court) courts in and for Lancaster County, State of Nebraska, U.S.A., and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. This Agreement shall not be governed by the U.N.

Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.4 Transfer/Assignment. You shall not assign or transfer this Agreement, or any part thereof, whether directly or indirectly (including, without limitation, through a transfer of Your equity interests or for any other reason including bankruptcy) without the prior written consent of an officer of Licensor or a representative of Licensor authorized in writing to exercise such authority on behalf of Licensor. You and any authorized transferee must also comply with such procedures as Licensor requires and the transferee must agree to be bound by the terms and conditions of this Agreement.

9.5 Independent Contractors. The relationship of Licensor and You established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other.

9.6 Survival. The rights and obligations contained in Sections 2.6 (“Intellectual Property Ownership”), 2.7 (“Restrictions on Use”), 2.8 (“Unauthorized Use and Compliance”), 2.9 (“Third Party Agreements”), 2.10 (a), (b) and (e) (“License Options”), 3.2 (“Limitation and Restrictions on Hosting”), 3.4 (“Assistance with Support for Hosting Services”), 5.2 (“Damages”), 5.3 (“Indemnification”), 5.4 (“Payment Processing”), 5.5 (“Third Party Products”), 5.6 (“Pre-release Software Additional Terms”), 5.7 (“Trial, Product Sampler, NFR Additional Terms”), Section 6.2 (“Third Party Products and Services”), Article 7 (“Termination/Compliance”), Article 8 (“Notices”), Section 9.3 (“Governing Law and Jurisdiction”), 9.4 (“Transfer/Assignment”), 9.5 (“Independent Contractors”), 9.8 (“Severability”), and this Section 9.6 shall survive any termination or expiration of this Agreement, to the extent applicable.

9.7 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior communications, understandings, and agreements, written or oral. You acknowledge that this Agreement may be updated from time to time by Licensor, and that the most recent version posted on Licensor’s website will control.

9.8 Severability. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision specified in this Agreement shall be invalid under any applicable law, the invalid provision, or portion thereof, shall be struck and the remainder, if any, shall be deemed enforceable to the extent permitted under applicable law, and the remaining provisions of this Agreement shall be given effect in accordance with their terms.

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Knowledge Base: <https://support.Tabs3.com>