CROSSVISTA® LICENSE AGREEMENT
FOR
COMMUNITY EDITION OF SMARTBRANCH™ SOFTWARE
(Online Version of Agreement)

IMPORTANT: "YOU" ARE THE INDIVIDUAL WHO IS REGISTERING ONLINE, ON BEHALF OF THE COMPANY IDENTIFIED IN YOUR REGISTRATION, FOR A LICENSE FROM CROSSVISTA TO DOWNLOAD AND USE A LIMITED PERIOD CROSSVISTA INC.'S COMMUNITY EDITION OF ITS SMARTBRANCH SOFTWARE. THIS SOFTWARE LICENSE AGREEMENT PERMITS YOU TO DO THAT ONCE ACCEPTED BY CROSSVISTA. YOU ARE REQUIRED TO AGREE TO IT BEFORE YOU MAY DOWNLOAD, ACCESS, OR EVALUATE THE SOFTWARE. BY CLICKING AN "AGREE & SUBMIT", "I AGREE" OR SIMILAR BUTTON, OR BY CHECKING THE BOX TO REGISTER FOR THIS LICENSE, OR BY COMPLETING YOUR REGISTRATION FOR THIS LICENSE, OR BY DOWNLOADING OR ACCESSING THE SOFTWARE FROM THE CROSSVISTA.COM WEBSITE, **YOU AGREE TO THIS AGREEMENT ON BEHALF OF THE COMPANY OR ENTITY IDENTIFIED IN YOUR REGISTRATION**. **YOU ALSO WARRANT AND REPRESENT** (A) THAT YOU ARE AT LEAST 18 YEARS OF AGE, (B) THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, AND (C) ALL THE INFORMATION THAT YOU GIVE IN REGISTERING FOR THIS LICENSE IS ACCURATE AND COMPLETE. THIS AGREEMENT INITIALLY CONSISTS OF THE CROSSVISTA SOFTWARE ORDER FORM BELOW, INTO WHICH THIS PARAGRAPH IS DEEMED INCORPORATED, AND THE ANNEXES WHICH ARE LISTED AT THE END OF THE ORDER FORM (AND WHICH APPEAR BELOW THE ORDER FORM). CROSSVISTA'S ACCEPTANCE OF THIS AGREEMENT BY YOU IS SUBJECT TO ITS DISCRETION AND WILL BE EVIDENCED BY CROSSVISTA PERMITTING YOU TO DOWNLOAD OR ACCESS THE SOFTWARE.

CrossVista® Software Order Form[1]

CrossVista, Inc. ("CrossVista" or "Licensor") and the customer identified below ("" Customer" or "Licensee") agree to this Order Form for a subscription license for each "Licensed Software Product" identified below and support services, if applicable. Annex A is an integral part of this Order Form. Each of those Licensed Software Products is referred to as a "Software Product" and collectively and individually as "Software". Annex A is the CrossVista Master License Subscription Agreement for the Software, and is between CrossVista, Inc., as "Licensor", and Customer, as "Licensee". Annex B is a Statement of Work form, referred to in Annex A. Annex C relates to Licensee Adapter development, use and transfer and is incorporated herein by this reference. The parties may enter into one or more additional Order Forms under this Agreement without attaching Annexes A. B or C, in which case the versions of Annex A, B and C most recently attached to an Order Form between the parties, as they may have been amended pursuant to Section 16.fof Annex A, shall apply. The term "Order Form" as defined in the preamble to Annex A refers to this Order Form (without its annexes). As used in this Order Form and its Annexes, the term "Agreement" refers to the Order Form(s) and its Annexes together.

BASIC LICENSE DETAILS

Ref. #		
1.	Effective date of this Order Form	Date that Licensor permits initial download of software after online registration.
2.	Licensor ("CrossVista" or "Licensor")	CrossVista, Inc.
3.	Licensor street address for notices per Section 16.g of Annex A)	99 Derby Street, Suite 200, Hingham, MA 02043, USA
4.	Licensor email address for Sections 16.c & 16.f of Annex A (referred to as "CrossVista Email Address" in Annex A)	makeiteasy@crossvista.com
5.	Customer ("Customer" or "Licensee")	Company or entity identified in online registration for this software.
6.	Customer street address for notices per Section 16.g of Annex A)	Customer's email address from the online registration will be used in the registration.
7.	Customer email address for Sections 12.a, 16.c, & 16.f of Annex A (referred to as "Customer Email Address" in Annex A)	As stated in that online registration.
8.	Licensed Software Products and details	See Product Details table below.
9.	Currency for all payments	U.S. Dollars (If customer headquarter's address is in European Union or United Kingdom, then pricing is in EURO.)
10.	Customer's Invoice Instructions (e.g. name and address or e-mail where to submit)	Not applicable for this order.
11.	Name and contact details of the Customer employee who will receive the electronic download instructions and license keys for access to the Software directly from CrossVista, Inc.	As stated in the online registration for the individual registering on behalf of Licensee for this license.
12.	Support Services – If applicable	As provided in Sections 10 and 10A (Support and Maintenance) of Annex A.

PRODUCT DETAILS

Ref #	Name of Licensed Software Product Include version #	For what Base Software (if any) (for example, webMethods) Include version # See note [2]	Product Code for Licensed Software Product	Maximum Number of Users at any one time	Maximum Cumulative Number of SmartBranch Branches during the Initial Term and all renewal terms, across all software developments See note [3]	Other Metric (if any)	Other License Restriction (if any) See note[4]	Initial Term	Initial Term Start Date (if omitted, this date is the same as the effective date of this Order Form)	License Fees for Initial Term payable by Customer to CrossVista (plus Taxes per Section 2.d of Annex A)
A.	SmartBranch DevOps Platform - Community Edition	Any Base Software adapters that Licensor decides to ship with SmartBranch DevOps Platform - Community Edition	SMRT-CMTY	5 Users	50 SmartBranch Branches		Community Edition	Six (6) months.		No license fees.

Other License Restrictions, if any (see note 4): Community Edition.

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[1] "CROSSVISTA", "TEAM SERVER", and "SMARTBRANCH" are trademarks of CrossVista, Inc.

[2] "Base Software" is defined in the Definitions Section of Annex A.

[3] A "SmartBranch Branch" means a duplication of an object or group of objects in version control such that each object can thereafter be modified separately and in parallel so that the object or group of objects become different, as such duplication is determined by the applicable Licensed Software.

[4] If there is another license restriction for a given line item (beyond those in this Order Form or Annex A), put an "X" or "Yes" in this column on that line and describe the restriction in the space for "Other License Restriction(s)" below this table. In the description, be sure to refer back to the appropriate line item to which the restriction applies by line item letter or by name of the Licensed Software Product.

Additional Terms:

The license grant for the Software, as well as the provision of maintenance and support services, if applicable, shall be governed by Annex A ("CrossVista Master License Subscription Agreement"). Customer shall obtain license keys, Software, Documentation, and training materials under Annex A and the maintenance and support services (if applicable) under Section 10 of Annex A from CrossVista or its subcontractor.

At Licensor's sole discretion, Licensor may make available to Licensee additional Evaluation Software at no additional charge. This includes but is not limited to SmartBranch DevOps Platform - Enterprise Edition and any adapters for SmartBranch.

Licensor may use the email address in the registration form for the purpose of providing notice to Licensee.

Customer shall pay the License Fees for the Software to CrossVista pursuant to Annex A.

The maintenance and support services, if applicable, are bundled with the license of the Software, and they may not be separately purchased or terminated.

Other than the maintenance and support services for the Software that are specified in this Order Form and Annex A, if any, no other services, including without limitation any installation, configuration, data migration, or other implementation services, training, Software customization, or other Consulting Services or Deliverables (as such terms are defined in Section 15 of Annex A), are provided under this Order Form. For Consulting Services and Deliverables, the parties must enter into one or more SOWs pursuant to Section 15 of Annex A.

Base Software & Adapters: NO LICENSE, WARRANTY, MAINTENANCE, OR SUPPORT FOR ANY BASE SOFTWARE, LICENSEE ADAPTER, PERMITTED LICENSEE ADAPTER, OR THIRD-PARTY ADAPTER IS INCLUDED UNDER THIS ORDER FORM. Customer and its Affiliates must separately obtain from another provider and install any necessary or desired Base Software, Permitted Licensee Adapter, and Third-Party Adapter, and must timely obtain and install new releases, updates and fixes of the Base Software, Permitted Licensee Adapter, and Third-Party Adapter. See definitions of Base Software, Adapter, Licensee Adapter, Permitted Licensee Adapter, and Third-Party Adapter in the Definitions Section of Annex A. See Sections 1.d, 9, and 10A of Annex A for additional details.

Community Edition, Pre-release, and Evaluation Software. "Community Edition Software", "Pre-release Software", and "Evaluation Software" is any Licensed Software Product that CrossVista identifies as "Community Edition", "Pre-release" (or "Beta"), or "Evaluation" (or "Demonstration"), respectively. CROSSVISTA MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER AS TO ANY COMMUNITY EDITION SOFTWARE, PRE-RELEASE SOFTWARE, EVALUATION SOFTWARE, OR ANY ADAPTER THEREFOR. CROSSVISTA PROMISES NO MAINTENANCE OR SUPPORT FOR ANY COMMUNITY EDITION SOFTWARE, PRE-RELEASE SOFTWARE, EVALUATION SOFTWARE, OR ANY ADAPTER THEREFOR. ALL SUCH SOFTWARE AND ANY SERVICES THAT CROSSVISTA PROVIDES FOR IT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER. See Sections 8 and 9 of Annex A for additional details.

Customer Environment: It is Customer's responsibility to ensure that its environment for using the Software meets at all times the applicable system and other requirements specified from time to time in the Documentation. Likewise, it is Customer's responsibility to ensure that its environment for using any Base Software, Permitted Licensee Adapter, and/or Third-Party Adapter meets at all times the applicable system and other requirements specified from time to time by the provider.

This Order Form may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and shall be effective when one or more counterparts have been signed and delivered by each of the parties, including delivery by telecopier or facsimile machine or by scanning and e-mailing the signed Order Form.

The effective date of this Order Form is the date indicated above (or if such date is omitted, then as of the latest date of signing). The parties agree to be bound by the terms of this Order Form, including Annex A. Each party warrants and represents to the other party that it is duly authorized to enter into the Order Form. Each person signing on behalf of a party warrants and represents that he/she has full power and authority to enter this Order Form on behalf of the party and to bind the party to all of this Order Form's provisions, including Annex A.

CrossVista, Inc.	**Customer:** _____
By: _____	By: _____

Print: _____   Print: _____

Title: _____   Title: _____

Date: _____   Date: _____

Attachments:
Annex A – CrossVista Master License and Subscription Agreement
Annex B – Statement of Work (Form)
Annex C – Licensee Adapter Development, Use & Transfer

ANNEX A
CROSSVISTA® **MASTER LICENSE SUBSCRIPTION AGREEMENT**

This Master License Subscription Agreement (the "Annex A") is entered into pursuant to that certain order form ("Order Form") to which this agreement is Annex A. Both that Order Form and this Annex A are by and between CrossVista Inc., a Washington corporation with an address of 99 Derby Street, Suite 200, Hingham, MA 02043, USA ("CrossVista" or "Licensor"), and the customer identified in the Order Form ("Customer" or "Licensee"). The software product(s) identified in the Order Form as "Licensed Software Product(s)" are the only software licensed pursuant to this Annex A. Each of those Licensed Software Products is referred to as a "Software Product" and collectively and individually as "Software". No other software (including without limitation any Base Software, Licensee Adapter, Permitted Licensee Adapter, or Third-Party Adapter (as defined below) is licensed pursuant to this Agreement. The effective date of this Annex A ("Effective Date") is the effective date of the most recent Order Form entered into by the parties with Annex A attached. The parties may enter into one or more additional Order Forms under this Agreement. The Order Form(s), together with the versions of the Annexes most recently attached to an Order Form between the parties, as they may have been amended pursuant to Section 16.f of Annex A, form a single agreement and are referred to as the "Agreement".

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Licensor and Licensee agree as follows:

DEFINITIONS. Each of the following capitalized terms and each of those defined in the Agreement shall have its indicated meaning, unless the context otherwise requires:

• "Adapter" means software code that enables certain core software of Licensor (for example, SmartBranch™ software or TEAM Server™ software) to work with certain Base Software. Adapters may also be called "Plugins".

• "Adapter Development Guide" has the meaning given that term in Section 2 of Annex C.

• "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party. The direct or indirect ownership of more than 50% of the outstanding voting stock or other voting ownership interests in an entity, the right to receive more than 50% of the profits or earnings of an entity, or the right or power to control management or policy decisions of an entity will be deemed to constitute control. When an entity ceases to meet this definition, it ceases to be an Affiliate.

• "Authorized User" has the meaning given that term in Section 1.a.

• "Base Software" means principal third-party software (if any) with which given core software of Licensor works. For example, the Software AG webMethods software is the Base Software for SmartBranch software for webMethods software. webMethods software is also the Base Software for TEAM Server software for webMethods software. Given core software of Licensor may have more than one Base Software. "WEBMETHODS" is a trademark of Software AG or its Affiliate.

• "Community Edition Software" is a SmartBranch Software Edition which is a Licensed Software Product that Licensor identifies as "Community Edition" in the Order Form.

• "Consulting Services" has the meaning given that term in Section 15.a.

• "Deliverables" has the meaning given that term in Section 15.a.

• "Documentation" has the meaning given that term in Section 1.a.

• "Evaluation Software" is any Licensed Software Product that is provided to Licensee for demonstration or evaluation purposes and that Licensor identifies as "Evaluation" or "Demonstration" in the Order Form.

- "Included CrossVista Code" has the meaning given that term in Section 3 of Annex C. It is Included CrossVista Code whether or not it has been modified by Licensee or its Affiliate or anyone else, except that "modified Included CrossVista Code" refers to Included CrossVista Code that has been modified by Licensee or its Affiliate or some third party and "unmodified Included CrossVista Code" refers to Included CrossVista Code that has not been modified by anyone other than CrossVista or its Affiliates.

- "Licensee Adapter" means an Adapter which is developed or modified by Licensee or its Affiliate, including without limitation a Third Party Adapter modified by Licensee or its Affiliate.

- "Licensor Adapter" means an Adapter which is developed by Licensor or its Affiliate.

- "Permitted Licensee Adapter" is a Licensee Adapter that is permitted to be developed by Licensee or its Affiliate, as further provided in Section 1 of Annex C.

- "Permitted Purpose" has the meaning given that term in Section 1.a.

- "Pre-release Software" is any Licensed Software Product that is a pre-commercial release or beta release and that Licensor identifies as "Pre-release" or "Beta" in the Order Form.

- "SmartBranch Branch" means a duplication of an object or group of objects in version control such that each object can thereafter be modified separately and in parallel so that the object or group of objects become different, as such duplication is determined by the applicable Licensed Software.

- "SmartBranch Software Edition" means any edition of the SmartBranch Software offered from time to time by Licensor, including without limitation the Community Edition and Enterprise Edition.

- "Software", "Software Product", and "Licensed Software Product" each has the meaning given that term in the first paragraph of this Annex.

- "Third-Party Adapter" means an Adapter which is developed by a third party, not by Licensor, Licensee, or an Affiliate of either.

1. **SOFTWARE LICENSE AND OTHER DETAILS**

   a. **License Grant.**

For the subscription obtained by Licensee for each Software Product and subject to the terms and conditions of this Agreement (including without limitation Sections 3, 5, and 6) and subject to payment of the license fees as provided in this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable, revocable, worldwide, limited license pursuant to this Agreement for the Initial Term set forth on the Order Form for that Software Product, to install and use the Software Product through its Authorized Users, in object code form, for only up to the number of each license metric licensed in the applicable Order Form for that Software Product (for example, the maximum number of users and SmartBranch Branches) and only for Licensee's own internal business use and internal benefit ("Permitted Purpose"), and subject to any additional restrictions set forth in the applicable Order Form. "Authorized User" means Licensee's and Licensee's Affiliates' employees, contractors, and consultants who are authorized by Licensee or its Affiliates to use the Software Product, provided that no Authorized User may be a competitor of Licensor or employed or engaged by a competitor of Licensor. Licensee may install and use the Software Product solely as permitted in this Agreement. This license also includes a license to access, use, and make a reasonable number of copies of the user documentation that Licensor generally makes available to its licensees with the Software Product ("Documentation").

   b. **Backup and Archival Copies.** Licensee may make one backup and one archival copy of each Software Product, provided the backup and archival copies are not installed or used on any computer and further provided that all such copies shall bear the original and unmodified copyright, patent and other intellectual property markings that appear on or in the Software.

   c. Licensee acknowledges that the Software may change and that future versions of the Software may be incompatible with prior versions of the Software. Licensee acknowledges that Licensor may stop (permanently or temporarily) providing the Software (or any features within the Software) in Licensor's sole discretion, without prior notice, although Licensor will endeavour to provide Licensee with at least twelve (12) months prior notice.

d. Base Software & Adapters. NO LICENSE, WARRANTY, MAINTENANCE, OR SUPPORT FOR ANY BASE SOFTWARE, LICENSEE ADAPTER, PERMITTED LICENSEE ADAPTER, OR THIRD-PARTY ADAPTER IS INCLUDED UNDER THIS ORDER FORM. Licensee and its Affiliates must separately obtain from another provider and install any necessary or desired Base Software, Permitted Licensee Adapter, and Third-Party Adapter, and must timely obtain and install new releases, updates and fixes of the Base Software, Permitted Licensee Adapter, and Third-Party Adapter. Notwithstanding anything to the contrary in this Agreement, including the preceding two sentences, if a Third Party Adapter is listed as a Licensed Software Product in an Order Form with Licensee, then with respect to that Third-Party Adapter as a Licensed Software Product under that Order Form, the Third-Party Adapter shall be treated as any other Licensed Software Product under that Order Form except that the Third-Party Adapter shall not be deemed a Software Product for purposes of Section 9.f.

e. Licensee Environment. It is Licensee's responsibility to ensure that its environment for using the Software meets at all times the applicable system and other requirements specified from time to time in the Documentation. Likewise, it is Licensee's responsibility to ensure that its environment for using any Base Software, Permitted Licensee Adapter, and/or Third-Party Adapter meets at all times the applicable system and other requirements specified from time to time by the provider,

f. Hosting of Software. Subject to the other provisions of this Agreement, Licensee may itself host the Software for its Permitted Purpose at Licensee's own site or Licensee may engage a reputable third party to host the Software for Licensee for the Permitted Purpose at the third party host's site on a server controlled by Licensee. Before engaging any third party host other than Amazon Web Services, Microsoft Azure, Google Cloud, or Oracle Cloud, and before itself hosting or having a third party host on a server located other than in the USA or EEA, Licensee must obtain Licensor's prior written consent, which shall not unreasonably be withheld. Licensee shall ensure, through agreements with the third party host, that the third party host is subject to confidentiality and use restrictions as least as protective of the Software as those in this Agreement.

2. Fees and Payment

a. License Fees. For each subscription, Licensee shall pay to Licensor the license fees set forth on the Order Form for the Initial Term for that subscription, and Licensee shall pay to Licensor license fees for each renewal term as provided in and subject to Section 12.

b. Support and Maintenance Fees. Support and maintenance services for the Software as and to the extent provided in Section 10 of this Annex A are included in the license fees.

c. Payments. Unless otherwise provided in this Agreement, Licensee shall pay Licensor's invoices for amounts due under this Agreement within thirty (30) days of receipt of the invoice via wire transfer or ACH payment. All fees shall be paid in the currency indicated in the Order Form and are nonrefundable unless expressly otherwise provided. Any amount that is not paid when due under this Agreement shall bear interest at the rate of 1.5% per month on the unpaid balance from the due date until fully paid, compounded annually, but in no event shall the interest due exceed the maximum applicable legal rate. The imposition or payment of such interest shall not affect the right to terminate for Licensee's failure to pay any amount when due. Licensee shall pay all reasonable attorneys' fees and other costs of collecting any payments that are overdue under this Agreement.

d. Taxes. Licensee shall timely pay, directly to the competent taxing authority or to Licensor if invoiced by Licensor, all Taxes on and/or related to this Agreement and/or the licenses, services, and/or other deliverables under this Agreement. A "Tax" is any governmental tax, duty, charge, assessment, levy, or withholding of any kind, including without limitation sales, use, value-added, consumption, excise, service, and property taxes, and tariffs, customs, import, and export duties, including any interest and penalties thereon, but excluding taxes on the net income of Licensor. Taxes are in addition to the fees and other amounts due from Licensee under this Agreement. If any Tax would reduce any payment to Licensor, Licensee shall pay an additional amount to Licensor so that the total amount actually received by Licensor, net of all Taxes, equals the amount of the required payment to Licensor. Without limitation, Licensee shall diligently apply for and attempt to obtain an exemption from any applicable withholding Tax. Subject to this paragraph, the parties agree to reasonably cooperate with each other in any audit of any applicable Tax and in the minimization of any applicable

Tax or withholding and any related interest or penalties, and shall make available to each other, all information, records, or documents relating to the same, including without limitation those relating to the filing of any tax returns and the contesting of any tax, all to the extent legally permissible.

3. License Key Codes

Licensor provides each Software Product with a license key for each subscription period (for the Initial term and each renewal term). That license key enables the use of that Software Product during the subscription period as further provided in this Agreement, unless the subscription is earlier terminated in accordance with this Agreement. If the Order Form specifies a maximum number of users and/or SmartBranch Branches, the license key will also implement those limitations. At the end of each subscription period (and at the end of the temporary license key period described in the next paragraph), the license key automatically disables the Software unless Licensee has obtained another license key from Licensor by paying the invoice for the applicable subscription period. This disabling of the Software does not relieve Licensee from its obligation to pay the applicable invoice.

For each new subscription purchased for each Software Product, Licensee will receive a temporary 30-day license key code from Licensor on or before the agreed start date indicated in the Order Form for that subscription. Upon Licensor's receipt of full payment of the amount indicated in the Order Form for the subscription, the Licensee will receive a license key from Licensor for the remainder of the Initial Term defined on the Order Form for that subscription. Licensee will notify Licensor within ten (10) days of the Effective Date of the Licensee personnel who are authorized by Licensee to receive the license keys on Licensee's behalf.

The terms for renewing a subscription are provided in Section 12. Licensor will provide a license key providing access for each renewal term only after Licensee's payment of the renewal license fees (see Section 12). Licensee must promptly notify Licensor of any change in the Licensee personnel who are authorized by Licensee to receive the license keys on Licensee's behalf.

Licensee is responsible for maintaining the confidentiality of all assigned license keys. Licensee will immediately notify Licensor if it becomes aware that a license key is lost, stolen, disclosed to an unauthorized third party, or otherwise compromised. Licensee will be responsible for all activities made under Licensee's account, including without limitation any fees incurred under Licensee's account. Licensor may, in its sole discretion, revoke Licensee's access to any license keys if it suspects any abuse of license keys provided to Licensee.

Licensee may not re-license, reproduce or distribute any license key except with the express written permission of Licensor.

4. Title. This Agreement is not intended to convey ownership or title to Licensee of the Software, Documentation or any training materials provided to Licensee, or any rights in patents, copyrights, trademarks, trade secrets, moral rights, and any other proprietary rights, and, as between Licensor and Licensee, ownership of all copies of the Software, Documentation and training materials, including copies made by Licensee, is vested in Licensor. Licensor grants to Licensee only the rights specifically stated in this Agreement, and Licensor reserves all rights not granted herein. As between Licensee and Licensor, all Licensee specific data managed by the Software that are authored or created by Licensee via its utilization of the Software, in accordance with its Documentation and the terms of this Agreement, are Licensee's property.

5. Additional Scope Restrictions.

    a. Licensee may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever, directly or indirectly, or disclose any of the foregoing. Any information supplied by Licensor or obtained by Licensee, as permitted hereunder, may only be used by Licensee in compliance with the restrictions under this Agreement and may not be disclosed to any third party (other than as permitted in Section 6.c) or used to create any software which is substantially similar to the Software. Requests for information from users with respect to the above should be directed to the CrossVista Support Department. Licensee shall not remove or alter any copyright or other proprietary notices affixed to or embedded in the Software,

Documentation, training materials, or other information supplied by Licensor.

b. Licensee may not loan, rent, lease, sublicense, distribute or otherwise transfer all or any portion of the Software, Documentation or training materials to third parties except when otherwise expressly approved in writing by Licensor. Licensee may not copy the Software, Documentation or training materials except as expressly set forth above, and any copies that Licensee is permitted to make pursuant to this Agreement must contain the same copyright, patent and other intellectual property markings that appear on or in the Software, Documentation or training materials. Licensee may not modify, adapt or translate the Software, Documentation or training materials. Licensee may not, directly or indirectly, encumber or suffer to exist any lien or security interest on the Software; knowingly take any action that would cause the Software, Documentation or training materials to be placed in the public domain; or use the Software in any environment not specified for it from time to time in the Documentation. Licensee may not, directly or indirectly, (i) access or use any Software or Confidential Information of Licensor or its Affiliates to build a competitive product or service (including without limitation any competitive add-on, module, feature, function, or tool for a new or existing product), or (ii) copy any ideas, features, functions or graphics of the Software. Licensee will comply with all applicable laws and Licensor's instructions regarding the use of the Software, Documentation or training materials. Licensee agrees to notify Licensee's users, employees and agents who may have access to the Software, Documentation or training materials of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

c. THE SOFTWARE, DOCUMENTATION AND TRAINING MATERIALS ARE NOT WARRANTED OR REPRESENTED TO BE ERROR-FREE, AND NO LIABILITY IS ASSUMED BY LICENSOR IN THIS RESPECT. LICENSEE AGREES THAT LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF (A) THE RESULTS OBTAINED FROM THE BASE SOFTWARE, LICENSEE ADAPTER, PERMITTED LICENSEE ADAPTER, INCLUDED CROSSVISTA CODE, AND/OR THIRD-PARTY ADAPTER AND (B) ANY DATA MANAGED, FACILITATED, OR PROCESSED BY THE CROSSVISTA SOFTWARE. LICENSEE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR AND ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, DEMANDS, OR SUITS ("Claims") TO THE EXTENT BASED UPON THE INACCURACY OR INADEQUACY OF (A) OR (B). The Indemnification Process in Section 14 of Annex C applies with respect to the preceding sentence.

6. **Confidential Information**

a. Definition of Confidential Information. During the term of this Agreement, each party and its Affiliates may be exposed to certain information, not generally known to the public, and which (a) has been identified by the disclosing party at the time of disclosure as being confidential by means of an appropriate marking that it is confidential, or (b) if disclosed orally, is identified as confidential at the time of disclosure and followed up with a written summary marked "confidential" or the like within thirty (30) days of oral disclosure, or (c) a reasonable person would understand the information to be proprietary or confidential (collectively the "Confidential Information"). Without limitation, the Software, Documentation, license keys, training materials, any Deliverables, Adapter Development Guide, Included CrossVista Code, and all other technical information related to the Software are Confidential Information of Licensor and, subject to Section 6.c and Annex C, each Licensee Adapter shall be treated as Confidential Information of Licensee.

b. Exceptions. The definition of Confidential Information shall not apply to the extent the information (i) is generally known to the public on the Effective Date; (ii) becomes generally known after the Effective Date other than as a result of an act or omission of the receiving party; (iii) is rightfully known to the receiving party prior to its receipt thereof from the disclosing party, as supported by documentary evidence; (iv) is or was disclosed by the disclosing party generally to third parties without restriction on disclosure; (v) becomes known to the receiving party without obligations of confidentiality through disclosure by a third party lawfully entitled to disclose such information; or (vi) independently developed by the receiving party without use of the disclosing party's Confidential Information, as supported by documentary evidence.

c. Obligation to Protect Confidential Information. Each party and its Affiliates, as the receiving party, (a) shall treat the Confidential Information of the disclosing party as the receiving party treat its own Confidential Information of like importance but shall not use less than reasonable care to protect the disclosing party's Confidential Information and (b) shall use such Confidential Information only to perform its

obligations or exercise its rights under this Agreement. The receiving party shall only disclose the Confidential Information of the other party to its and its Affiliates' employees, contractors and consultants who are individuals, attorneys and accountants with a need to know and who are under confidentiality and non-use obligations no less protective of the other party's Confidential Information than those in this Agreement. In addition, Licensee and its Affiliates may license registered Permitted Licensee Adapters to third parties pursuant to Annex C, including without limitation the confidentiality and use provisions thereunder. In no event may Licensee disclose any Software, Documentation, license keys, training materials, Deliverables, Adapter Development Guide, Included CrossVista Code, or other Licensor technical information, or any Licensee Adapter to any competitor of Licensor. A party (and its Affiliates) shall not disclose the other party's Confidential Information other than as expressly provided in this Agreement. A party receiving Confidential Information of the other party shall protect it as such until five (5) years after the termination of this Agreement except for Software, Documentation, license keys, training materials, Deliverables, Adapter Development Guide, Included CrossVista Code, Permitted Licensee Adapter, and other technical information about a party's current or future products, which shall remain the Confidential Information of its owner until at least one of the exceptions in Section 6.b applies. A party does not violate its obligations under this Section 6 if it provides Confidential Information in response to a court order or other governmental body legal mandate or is otherwise required to do so by operation of law or does so to prosecute or defend a claim; provided, however, that the party so disclosing Confidential Information of the other party shall notify the other party as early as possible prior to the disclosure and shall reasonably cooperate with the other party in limiting such disclosure.

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rights as well as the terms of this Agreement. Licensor expressly reserves the rights to seek all available legal and equitable remedies to prevent such actions and to recover lost profits, damages and costs.

12. TERM, RENEWAL, AND TERMINATION.

      a. The term of this Agreement commences on the Effective Date and continues until the last subscription under any Order Form has terminated or expired, unless this Agreement is earlier terminated. The Initial Term of each subscription for a Software Product shall be the initial term set forth in the Order Form for that subscription, commencing on the start date indicated in the Order Form for that subscription, subject to earlier termination as provided in the Order Form or this Annex A. Each subscription period shall automatically renew for a subscription period equal to the then-expiring subscription period (whether Initial Term or renewal term), unless otherwise specified in the Order Form or one party gives the other notice of non-renewal at least ninety (90) days before the end of that then-expiring period. A notice of non-renewal must be given by a party by notice pursuant to Section 16.g. For each renewal term, Licensor will send an invoice by email to the Customer Email Address or by notice to Licensee pursuant to Section 16.g, at least one hundred fifty (150) days prior to the expiration of the then-expiring subscription period (unless Licensor intends to give notice of non-renewal or has already received notice of non-renewal from Licensee pursuant to this paragraph). Licensee shall pay each renewal invoice within sixty (60) days of receipt of the invoice (unless either party has given timely notice of non-renewal pursuant to this paragraph).

      b. This Agreement or a given subscription or SOW may be terminated by Licensor or Licensee upon written notice to the other party if the other party commits a material breach of this Agreement, subscription or SOW and fails to cure such breach within thirty (30) days of receipt of written demand by the first party or within such longer period of up to thirty (30) additional days if the breaching party commences and diligently prosecutes a cure during the cure period; except that as to payment breach by Licensee, the cure period is ten (10) days from receipt of written demand by Licensor and there is no additional cure period; and except that as to a breach of a SOW, only the SOW may be terminated, not the Agreement or any subscription or any other SOW.

      c. This Agreement or a given subscription or SOW may also be terminated by either party without cause by giving thirty (30) days' prior written notice to the other party. If either party so terminates this Agreement or a given SOW, Licensee shall pay Licensor for the Consulting Services rendered, Deliverables delivered, and reasonable expenses incurred up to the date of termination.

      d. Except as otherwise provided in this Agreement, each party's rights and obligations under this Agreement or with respect to a given subscription or SOW shall terminate on the effective date of the termination or the expiration of this Agreement or subscription or SOW, respectively. Upon any termination or expiration of this Agreement or a subscription, all affected licenses are revoked and Licensee shall immediately cease use of the affected Software and certify in writing to Licensor within thirty (30) days after termination that such Software and all copies thereof have been destroyed, purged or returned to Licensor. The Agreement shall be deemed terminated when all subscriptions under the Agreement have terminated or expired. Except as otherwise provided in this Agreement, termination of this Agreement or a subscription or SOW shall not limit either party from pursuing any remedies available to it, including injunctive relief, or relieve Licensee of its obligation to pay all fees that have accrued or become payable hereunder or thereunder. Upon termination or expiration of this Agreement or upon request, each party shall return to or destroy the Confidential Information of the other party. Upon any termination or expiration of this Agreement or any given subscription, Licensee must immediately cease all use of the affected Software, Documentation, Included CrossVista Code, and training materials, uninstall the Software and Included CrossVista Code, destroy all copies of the Software, Documentation, Included CrossVista Code, and training materials then in Licensee's possession or control, and certify the same in writing to Licensor, and take such other actions as Licensor may reasonably request to ensure that no copies of the affected Software, Documentation, Included CrossVista Code, and training materials remain in Licensee's possession or control.

      e. In the event this Agreement is terminated for any reason, any subscription and SOW then in effect shall also be deemed terminated at the same time. In the event any given subscription is terminated, any SOW then in effect which is related to that subscription shall also be deemed terminated at the same time. In either case, Customer shall pay Licensor for the Consulting Services rendered, Deliverables delivered, and reasonable expenses incurred up to the date of termination of the SOW.

f.   Licensor will provide Licensee with a final invoice within thirty (30) days after the effective date of the termination or expiration of the Agreement or a given subscription or SOW, and Licensee will pay the invoice to Licensor within thirty (30) days of receipt of the invoice.

g.   The terms and conditions set forth in Sections 1.a (only terms in all caps), 1.d, 2, 4 through 7, 8, 9.b, 9.c, 9.d, 10A, and 12 through 14, 15.c, 15.e, and 16 of this Annex A and Sections 3 (Confidentiality of Included CrossVista Code), 4, 6 (Confidentiality of Licensee Adapters), 9 through 14 of Annex C, to the extent applicable, and any other provision that by its nature would be understood to survive termination or expiration shall survive termination or expiration of this Agreement. Upon the expiration or termination of this Agreement or any subscription hereunder, all accrued but unpaid amounts that may be owing from one party to the other under the Agreement or subscription, as the case may be, shall be or become immediately due and payable and, subject to applicable limitations of liability under this Agreement, any claim for breach or damages arising prior to or as a result of the expiration or termination shall survive.

13. PUBLICITY.   Except as required by law as relates to public and private offerings of securities and compliance with securities law, neither party shall make any press release or other public announcements or disclosures regarding the existence or contents of this Agreement without the express written consent of the other party, <u>provided however</u> that if Licensee has purchased a subscription to any Software, then Licensee hereby grants Licensor permission to identify Licensee as a Licensor customer and as a user of the Software by listing Licensee's company name and/or logo on Licensor's website and marketing materials. Use of Licensee's name and company logo in any other way is expressly prohibited without written permission from Licensee and except as provided in Section 8 of Annex C.

14. EXPORT RESTRICTIONS.   Licensee (and its Affiliates) may not export or re-export the Software or Documentation (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders or successor or related lists or (iii) to the People's Republic of China or (iv) otherwise than in compliance with applicable law. By using the Software, Licensee represents and warrants that Licensee is not located in, under control of, or a national or resident of any such country or on any such list.

15. CONSULTING SERVICES.

a. CrossVista shall provide to Customer such implementation, training, and other consulting services related to the Software ("Consulting Services") as CrossVista and Customer may from time to time agree upon in writing. The Consulting Services may also include the creation of customizations to the Software or other tangible work product ("Deliverables"). For each engagement for Consulting Services and Deliverables (if any), CrossVista and Customer shall enter into a Statement of Work ("SOW") in substantially the form attached hereto as Annex B. The SOW shall describe the Consulting Services to be performed and the Deliverables to be created (including specifications and requirements), the approximate timeline for performance, and other necessary details. Each SOW shall be subject to the relevant terms and conditions of this Agreement; however each SOW shall be deemed a separate and distinct agreement except as expressly provided in this Section. In the event of a conflict or ambiguity between any term of this Agreement and a SOW, the terms of this Agreement shall govern unless such SOW expressly provides that it shall govern with respect to such conflict.

b. Customer shall cooperate fully with CrossVista in CrossVista's provision of the Consulting Services (and Deliverables), including without limitation by (x) providing CrossVista (and its agents), in a timely fashion, with access to Customer premises, systems, personnel and information (subject to 6 (Confidential Information)) and (y) performing all tasks and providing all decisions, in a timely fashion, each as shall be reasonably required for the performance by CrossVista of the Consulting Services. Without limitation, Customer will provide all hardware, Base Software, other software, Internet connections, and other facilities required for the performance of each SOW, except as otherwise expressly provided in the SOW and except for the instance of the Software Product to which the SOW relates. (As to that instance, Customer must obtain, separately from the SOW, a subscription from CrossVista or its authorized reseller as a condition to the SOW.) CrossVista may determine what portion of the Consulting Services and Deliverables will be rendered and delivered remotely and what portion onsite at Customer's premises, unless otherwise provided in the SOW. CrossVista shall not be liable for any delays caused in whole or in part by (i) any failure or delay on Customer's

part to comply with this paragraph or to otherwise fulfill its obligations with respect to a SOW; (ii) inaccuracies in information provided by Customer; (iii) Customer-requested changes; (iv) changes in Customer personnel; (v) Force Majeure Events; or (vi) other factors beyond the reasonable control of CrossVista (collectively, "Unforeseen Events"). If CrossVista determines that additional work on CrossVista's part will be required as a result of an Unforeseen Event, CrossVista shall not be required to perform such additional work unless and until the parties have executed a written Change Order covering such additional work pursuant to Section 15.f; however, if CrossVista nevertheless performs such additional work, Customer shall pay CrossVista for all such additional work at CrossVista's then-current rates for the types of services rendered.

c. For all Consulting Services and Deliverables, Customer shall pay CrossVista on a time and materials basis at the hourly rate(s) specified in the SOW, plus applicable Taxes, and shall reimburse CrossVista for reasonable expenses incurred in rendering the Consulting Services. CrossVista will bill Customer on a monthly basis under each SOW. Sections 2.c and 2.d shall apply.

d. All Consulting Services and Deliverables shall be deemed accepted by Customer upon receipt. CrossVista warrants to Customer that any Consulting Services shall be performed and any Deliverables created in a professional and workmanlike manner. CrossVista's entire liability and Customer's exclusive remedy shall be for CrossVista to re-perform the Consulting Service or re-create the Deliverables that do not meet this limited warranty, or if re-performance or re-creation is not practical within a reasonable period of time, CrossVista may terminate the SOW by notice to Customer and refund to Customer any amounts paid by Customer on that SOW. CROSSVISTA MAKES NOT OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES OR DELIVERABLES. (See Section 9.b for additional details.) CrossVista provides no maintenance or support services for any Consulting Services or Deliverables.

e. CrossVista shall own all right, title, and interest in all Deliverables, including without limitation all customizations and modifications to the Software; provided, however, that all Deliverables shall be subject to (a) the license granted to Customer (Licensee) in Section 1.a with respect to the Software Product to which the Deliverables relate and (b) the restrictions and property rights provisions applicable with respect to that license, including without limitation Sections 1.b, 4, 5, and 7 in their entireties.

f. A SOW may be amended only by a document in writing signed by both CrossVista and Customer (a "Change Order"). For the avoidance of doubt, nothing contained in this Agreement shall require the Customer to purchase, or CrossVista to provide, any Consulting Services or Deliverables without a mutually agreed SOW.

16. GENERAL PROVISIONS

a. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, the laws and treaties of the United States federal government applicable therein (excluding the United Nations Convention on Contracts for the International Sale of Goods, and the United Nations Convention on the Limitation Period in the International Sale of Goods), and applicable intellectual property law, excluding conflict of laws principles (except as between those specific bodies of law). If the Uniform Computer Information Transactions Act (UCITA) or any variation thereof is enacted, it will not apply to this Agreement, and the governing law will remain as if UCITA or the variant had not been enacted. Licensee and Licensor expressly agree that exclusive jurisdiction for any claim or dispute arising out of or in connection with this Agreement resides in the federal or state courts of Massachusetts, and they further agree and expressly consent to the exercise of personal jurisdiction in the Commonwealth of Massachusetts in connection with any such dispute or claim. Excepted from the preceding sentence are actions to enforce a judgment or an arbitral award or for injunctive relief, which may be filed in any court of competent jurisdiction.

b. Neither party may assign or transfer its license or rights or delegate its obligations under this Agreement, in whole or in part, directly or indirectly, including by contract, merger, consolidation, operation of law, Change of Control, or any other means, unless the other party gives its prior written consent, which may not be unreasonably withheld, delayed, or conditioned. However, either party may assign or transfer this Agreement in whole, without the consent of the other party, to (a) any entity that acquires all or substantially all of its stock or other equity interests or all or substantially all of its business and assets or (b) any Affiliate of the assigning or transferring party; provided that (i) it has given notice to the other party of the assignment or transfer, (ii) the assignee or transferee entity does not directly and substantially compete with the other party or

any Affiliate thereof, and (iii) the assignee or transferee entity agrees in writing to be bound by this Agreement; and provided further that Licensee may not assign or transfer this Agreement to any competitor of Licensor. In addition and subject to Section 6, (x) Licensor may assign its right to payment of any amount that comes due to it hereunder and (y) subject also to Section 16.c as to subprocessors (as defined in that Section), Licensor may engage subcontractors to assist it in the performance of this Agreement, in each case (x) and (y) without Licensee's further consent. No assignment or transfer by either party will release the assignor or transferor from any liability hereunder without the other party's written agreement. "Change of Control" of an entity means a change of more than 50% in the beneficial ownership (as defined in the rules under the U.S. Securities Exchange Act of 1934) of the entity's voting stock (or other voting equity interests) or, within any 12-month period, in the composition of its board of directors (or other governing body). Subject to this Section, the rights and liabilities of the parties shall bind and inure to the benefit of their respective permitted assigns, successors, and legal representatives.

c. This paragraph applies if and to the extent that Licensor processes personal data transferred to it by Licensee under this Agreement and such transfer is subject to a Data Protection Law. As used in this paragraph, "personal data" and "process" have the meanings assigned respectively to those terms under the applicable Data Protection Law, and "subprocessor" means any subcontractor of Licensor that has access to or processes personal data transferred by Licensee to Licensor under this Agreement. Subject to Section 6 and this paragraph, Licensor may engage subprocessors to assist it in the performance of this Agreement without Licensee's further consent. Upon request, Licensor shall furnish to Licensee a list of the subprocessors. Alternatively, Licensor may post the list on its website. Licensor may make changes to the list from time to time. Licensor shall notify Licensee of any such change in the list by email to the Customer Email Address or by notice to Licensee pursuant to Section 16.g. Licensee may object to Licensor's use of any new subprocessor by giving Licensor notice within ten (10) days after receipt of the notice of change from Licensor. Licensee shall give such notice to Licensor by email to the CrossVista Email Address or by notice to Licensor pursuant to Section 16.g. If Licensee so objects, Licensor shall endeavor to make a reasonable accommodation for the Licensee, which may include without limitation not using the subprocessor in processing personal data transferred to it by Licensee under this Agreement or a change in the services so as to avoid such processing by the subprocessor. If Licensor is unable to make such accommodation within a reasonable period of time, which shall not exceed thirty (30) days, Licensor may terminate the applicable Order Form(s) with respect only to those line item(s) which cannot be provided by Licensor without the use of the new subprocessor to which Licensee has so objected. Licensor shall make such termination by providing notice to Licensee by email to the Customer Email Address or by notice to Licensee pursuant to Section 16.g. Thereupon, Licensor will refund Licensee any prepaid fees for the terminated line item(s) for the remainder of the term of such line item(s) after the effective date of termination.

d. Licensee acknowledges that the Software may include features designed to monitor or enforce Licensee's compliance with applicable usage and metric limitations set forth in the Order Form. Without limiting the foregoing, the Software makes use of "license key" technology that automatically disables some or all of the functionality of the Software upon expiration of the subscription period. In addition, Licensor may audit Licensee's use of the Software upon reasonable advance notice, not more than once per calendar year unless Licensor has reasonable cause to believe that Licensee is using or permitting the Software to be used in an unauthorized manner. If any such monitoring or audit reveals that the Software has been used in excess of the applicable usage limitations set forth in the Order Form or in any other unauthorized manner, (a) Licensee will, within thirty (30) days of receipt of Licensor's invoice, reimburse Licensor for the reasonable, documented costs of such audit and pay Licensor any additional charges that would apply for such excess or other unauthorized use, without limitation of any other remedies Licensor may have under law or this Agreement; and (b) Licensor may henceforth have this right of audit more frequently that once per year.

e. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral understandings of the parties with respect to the subject matter hereof. Licensee agrees that any varying or additional terms contained in any purchase order or other written notification or document issued by Licensee in relation to any Software licensed hereunder shall be of no effect and all such terms or conditions shall be null and void. Licensee acknowledges and agrees that Licensee's agreement hereunder is not contingent upon the delivery of any future functionality or features not specified herein or in an Order Form or dependent upon any oral or written, public or private comments made by Licensor with respect to future functionality or features for the Software.

f. From time to time, pursuant to this paragraph, Licensor may modify any of the terms or conditions (i) of this Agreement, including without limitation any Order Form and any Annex, or (ii) of any SOW not yet expired, completed or terminated. Licensor shall give notification of a modification by email to the Customer Email Address or by notice to Licensee pursuant to Section 16.g. Licensee may object to any such modification by notice to Licensor by email to the CrossVista Email Address or by notice to Licensor pursuant to Section 16.g within thirty (30) days of first receipt by Licensee of Licensor's notice of the modification. If Licensee fails to so object within such thirty-day period, the modification shall become effective for Licensee as of the end of the thirty-day period. If Licensee does so object within such thirty-day period, the modification shall not become effective for Licensee (but may become effective as part of a subsequent modification pursuant to this paragraph). Except for the foregoing, this Agreement, including each Order Form and Annex, and each SOW may be amended only by a document in writing signed by both Licensor and Licensee. No Licensor reseller, dealer or agent is authorized to make any amendment to this Agreement or any Order Form or SOW.

g. Any notice, election, request, demand, consent, approval, waiver, or other communication required or permitted by this Agreement shall be sufficient if written in English and delivered personally, or sent by telephonic facsimile machine, delivery confirmation required, or sent by commercial delivery service with fees paid by sender, delivery confirmation required, or by certified or registered mail with postage fully prepaid, return receipt requested or delivery confirmation required, and in each case if delivered or addressed to the appropriate party's address as set forth in this Agreement, except as otherwise expressly provided in this Agreement with respect to Customer Email Address, CrossVista Email Address, or otherwise. Any such notice, election, request, demand, consent, approval, waiver, or other communication, if personally delivered, shall be deemed conclusively received when delivered to or refused at the addressee's address; or if sent by telephonic facsimile, commercial delivery service, certified mail, or registered mail, shall be presumed received on the day purportedly delivered or refused as evidenced by the delivery confirmation or return receipt. Any party may change the address or facsimile phone number to which notices, elections, requests, demands, consents, approvals, waivers, and other communications may be sent to it by giving written notice to the other party in the manner provided in this paragraph. The Customer Email Address and the CrossVista Email Address are as defined in the most recent Order Form between the parties. Licensee may change its Customer Email Address by giving notice to Licensor by email to the CrossVista Email Address or by giving notice to Licensor pursuant to this paragraph. Licensor may change its CrossVista Email Address by giving notice to Licensee by email to the Customer Email Address or by giving notice to Licensee pursuant to this paragraph. A notice to Customer Email Address or CrossVista Email Address (a) is deemed received at the first time, within the first twenty-four (24) hours after the email is sent, that the email is actually delivered and opened by the recipient, as evidenced by an email or phone call in response or other similarly reliable evidence, other than an out-of-office reply or other automated response, (b) if there is no such evidence as in (a), then the email is presumed received at the first time within such twenty-four-hour-period that the email is purportedly delivered as evidenced by a delivery receipt or read receipt (other than an out-of-office reply), and (c) if there is no such evidence as in (a) or (b), then the email is presumed received twenty-four hours after it is sent, even if the sender has received an out-of-office reply.

h. No term or condition of this Agreement to be performed by a party shall be deemed waived, except by written consent of the other party. No election, claim, or other right of a party shall be deemed waived, except by written consent of that party. Any waiver of any breach of any covenant, term or condition of this Agreement shall not operate or be construed as a waiver of any other covenant, term or condition hereof, or of a prior or subsequent breach of the same covenant, term or condition, nor operate to extinguish the covenant, term or condition of the breach whereof has been waived.

i. If a party breaches, or attempts or threatens to breach, the confidentiality or ownership provisions of this Annex A, of if Licensee (or its Affiliate) breaches, or attempts or threatens to breach, Sections 1, 3, 5, or 11 of this Annex A, or Annex C, the other party shall be entitled to preliminary and permanent injunctive relief in order to prevent or restrain any such breach, without the necessity of proving damages or irreparable harm, or posting or securing bond. Nothing herein contained precludes the other party from pursuing any other remedies available hereunder or at law or equity for such breach, including the recovery of damages.

j. Each party shall cause its Affiliates and its and their Authorized Users to comply with this Agreement. Each party shall be fully responsible for such compliance and for all obligations of its Affiliates

under this Agreement. Any notice to a party required or permitted by this Agreement or any SOW or subscription or Order Form may be given solely to that party and shall bind all of its Affiliates. Likewise, any amendment, assignment, transfer, or similar action required from or permitted by a party under and affecting this Agreement or any SOW or subscription or Order Form may be taken solely by that party itself and shall bind all of its Affiliates. Subject to the foregoing, any Licensee Affiliate may enter into an Order Form or SOW itself under this Agreement, in which case each reference to Licensee or Customer with respect to that Order Form or SOW shall mean the Licensee Affiliate.

k.   If any provision in this Agreement shall be held by a court or arbitral tribunal of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and the offending provision shall remain in effect as far as possible in accordance with the intention of the parties. However, if the Agreement, as so reformed, substantially alters the basis of the bargain between the parties, it shall be deemed terminated.

l.   The parties hereby confirm their express wish that this Agreement and all documents related hereto be drawn in English. Les parties reconnaissent leur expresse desir que la presente convention ainsi que tous les documents qui s'y attachment soient rediges dans la langue anglaise.

m.   **US Government Customers**. The Software, Documentation, license keys, and training materials are "commercial items", as that term is defined in 48 C.F.R. 2.101 (as updated) and used in 48 C.F.R. 12.101 (as updated), consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in 48 C.F.R. 12.212 (as updated). No inconsistent federal acquisition contract clause shall apply, including without limitation 48 C.F.R. 52.227-14 (Rights in Data – General) and 48 C.F.R. 52.227-19 (Commercial Computer Software License). The mandatory provisions of 48 C.F.R. 52.212-4 Contract Terms and Conditions – Commercial Items (SEP 2013), namely those specified in 48 C.F.R. 12.302(b), may be included in this Contract, but if any other provisions of 48 C.F.R. 52.212-4 are included, this Contract shall be deemed null and void.

End of Annex A

ANNEX B
STATEMENT OF WORK (FORM)

This Statement of Work ("SOW") is effective as of _____, 20__. The parties to this SOW are CrossVista, Inc. ("CrossVista") and _____ ("Customer" or "Licensee"). This SOW is entered into pursuant and subject to that certain CrossVista Master License and Subscription Agreement ("MLSA") and related Software Order Form dated as of _____, 20__ [identify the Order Form(s) that relate to the correct instance(s) of the Software Product identified in Section 1, below], between the parties, as they may have been amended pursuant to Section 16.f of the MLSA (collectively referred to as the "Agreement").   Each capitalized term herein shall have the same meaning as in the Agreement unless otherwise defined herein.

1. **Software Product**. The Consulting Services and Deliverables promised by CrossVista under this SOW are for a single instance of the following Software Product: _____. This instance is or will be located at premises owned or leased to Customer at the following address: _____. As to this instance, Customer must obtain, separately from this SOW, a subscription from CrossVista or its authorized reseller as a condition to this SOW.

2. **Consulting Services**. CrossVista shall provide the following Consulting Services to Customer under this SOW (list only services, no Deliverables):

3. **Deliverables**. CrossVista shall provide the following Deliverables (if any) to Customer under this SOW:

4. **Estimated Schedule**. CrossVista will commence the Consulting Services and Deliverables on or about _____, 20__, and shall complete them on or about _____, 20__. These are approximate dates and are subject to Unforeseen Events (as defined in the Agreement).

5. **Fees**. CrossVista shall provide the Consulting Services and Deliverables under this SOW on a time and materials basis at an hourly rate of US$ _____, plus reasonable expenses and Taxes. Additional payment provisions are contained in the Agreement.

6. **Other Provisions (if any)**.

7. **Conflicting Language**. If an exhibit, proposal, or like document is referred to by this SOW and to the extent any terms thereof are inconsistent or expressly conflict with any of the terms of the Agreement or this SOW, the terms of the Agreement or this SOW shall prevail and the inconsistent or conflicting terms of the exhibit, proposal, or other document shall have no force or effect.

8. **Counterparts**.   This SOW may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and shall be effective when one or more counterparts have been signed and delivered by each of the parties, including delivery by telecopier or facsimile machine or by scanning and e-mailing the signed SOW.

The effective date of this SOW is the date indicated above (or if such date is omitted, then as of the latest date of signing). The parties agree to be bound by the terms of this SOW. Each party warrants and represents to the other party that it is duly authorized to enter into the SOW. Each person signing on behalf of a party warrants and represents that he/she has full power and authority to enter this SOW on behalf of the party and to bind the party to all of this SOW's provisions.

CrossVista, Inc.	**Customer/Licensee**
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

ANNEX C
LICENSEE ADAPTER DEVELOPMENT, USE & TRANSFER

Each capitalized term in this Annex shall have the same meaning as in Annex A (CrossVista Master License Subscription Agreement) unless otherwise defined herein.

1. **Development.** Licensee (or its Affiliate) may develop or modify an Adapter for only a SmartBranch Software Edition and only if and while the following conditions are met: (a) Licensee (or its Affiliate) has a subscription for a SmartBranch Software Edition – other than Evaluation Software or Pre-Release Software – under this Agreement or another agreement with Licensor (and if the Adapter works with only certain SmartBranch Software Editions, Licensee (or its Affiliate) has a subscription for at least one of those specific SmartBranch Software Editions – other than Evaluation Software or Pre-Release Software – under this Agreement or another agreement with Licensor), (b) the Adapter is to enable SmartBranch Software Edition(s) to work with certain Base Software selected by Licensee (or its Affiliate), (c) Licensee and its Affiliates comply with this Annex, and (d) if the Adapter is a Third Party Adapter which Licensee desires to modify or otherwise contains any third party code, Licensee (or its Affiliate) has first obtained the necessary right(s) in writing from third party/ies to do so. Licensee (and its Affiliates) may not develop or modify any Licensor Adapter or any other Adapter for any Licensor software without the prior written agreement of Licensor. Any Adapter that is permitted to be developed or modified by this Annex (or a substantially similar prior written agreement with Licensor) is referred to as a "**Permitted Licensee Adapter**". Only a Licensee Adapter that meets this definition is a Permitted Licensee Adapter. Licensee or its Affiliate may only develop or modify a Licensee Adapter if it is a Permitted Licensee Adapter.

2. **Adapter Development Guide**. Licensee (and its Affiliates) shall comply with the Adapter Development Guide in developing or modifying any Permitted Licensee Adapter. The "**Adapter Development Guide**" is a guide that Licensor provides to Licensee that contains instructions for building adapters or plugins to the Software, as it may be amended from time to time. In the case of any conflict or inconsistency between the Adapter Development Guide and this Annex, this Annex shall control. Licensor may provide assistance in Licensee's development or modification of an Adapter, but Licensor is not required to provide, and shall not be responsible or liable in any way for, any such assistance, including without limitation any code that Licensor may provide or help write. Without limitation, the Adapter Development Guide and any information about Licensor Software that is provided during such assistance are Confidential Information of Licensor and are subject to Section 8 of Annex A.

3. **Included CrossVista Code.** If Licensor provides any code, including without limitation any sample or example code, or helps write any code for the Permitted Licensee Adapter ("Included CrossVista Code"), Licensor retains all right, title and interest, and all intellectual property rights, in all Included CrossVista Code. However, Licensor grants to Licensee and its Affiliates (while they are Affiliates) a limited, non-exclusive, worldwide, non-transferable right and license, while this Agreement (or successor agreement between Licensor and Licensee) is in effect and Licensee and its Affiliates are in compliance with it (including this Annex), to reproduce, modify, host online, have hosted online, provide hosted online access to, maintain, and support the Included CrossVista Code, but only as a part of a Permitted Licensee Adapter and only for Licensee and its Affiliates internal use and internal benefit and without any right to sublicense. If Licensee or its Affiliate obtains registration of the Permitted Licensee Adapter pursuant to Section 8 of this Annex, then in addition, Licensor grants to Licensee and its Affiliates a limited, non-exclusive, worldwide, non-transferable right and license, while the registration and this Agreement (or successor agreement between Licensor and Licensee) is in effect and Licensee and its Affiliates are in compliance with them (including this Annex), to reproduce, modify, sublicense to licensees of a SmartBranch Software Edition, host online, have hosted online, provide hosted online access to, maintain, and support the Included CrossVista Code, but only as a part of a Permitted Licensee Adapter and only for the sublicensee's internal use and internal benefit and without any right for any sublicensee to grant any sublicense. **Licensee may not otherwise include any Licensor software code, including without limitation, any code in any CrossVista interface, in the Permitted Licensee Adapter, unless otherwise agreed in writing with Licensor**. This does not preclude the Permitted Licensee Adapter from making use of a Licensor interface at runtime. Licensee (and its Affiliates) shall, upon request, provide to Licensor a list of all Included CrossVista Code in any Permitted Licensee Adapter.

Confidentiality of Included CrossVista Code; No Use of AI. All Included CrossVista Code and its documentation is Confidential Information of Licensor, so Licensee and its Affiliates must comply with Section 8

of Annex A with respect to it and with Section 6 of this Annex. Without limiting the generality of the preceding sentence, neither Licensee nor its Affiliates may submit any Included CrossVista Code to ChatGPT or any other artificial intelligence tool unless explicitly allowed under another agreement between the parties. That notwithstanding, Licensee may take advantage of any integrations created by Licensor designed so that the Software can interact with Licensee artificial intelligence tools.

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