

# MASTER LICENSE AGREEMENT



This Master Licenses Agreement ("Agreement"), is between UGAAP, LLC ("UGAAP") at 700 Lavaca St., Ste. 1401, Austin, TX 78701 USA, a Texas limited liability company and the Client listed below ("Client"). UGAAP and Client may each be referred to as a "party" and collectively as the "parties". This Agreement includes all attachments to it and will be incorporated into any Order Form that references it.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CLIENT AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CLIENT IS ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER LEGAL ENTITY, CLIENT REPRESENTS THAT CLIENT HAS THE AUTHORITY TO BIND SUCH OTHER LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "CLIENT" SHALL ALSO REFER TO SUCH OTHER LEGAL ENTITY AND ITS AFFILIATES. IF CLIENT DOES NOT HAVE SUCH AUTHORITY, OR IF CLIENT DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, NEITHER CLIENT NOR ANY OTHER LEGAL ENTITY OR ITS AFFILIATES ARE AUTHORIZED TO USE THE LICENSES.

This Agreement was last updated on April 3, 2018. This Agreement is effective between Client and UGAAP on the date Client executes an Order Form that references this Agreement.

## DEFINITIONS.

Capitalized terms used in this Agreement have the following meanings or such meanings as defined elsewhere in this Agreement or in an Order Form:

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity, or the right to direct the management of the entity.

**"Aggregate Data"** means de-identified, anonymous data in the form of summary level information that is derived from Client Data and used for analytical and statistical reporting purposes but excludes Personal Information.

**"Client Data"** means any information entered to the UGAAP Solution by Client or Users, as well as the resulting Client-specific output that is generated by the UGAAP Solution when processing Client Data.

**"Client Technology"** means Client software, hardware, network, internet connectivity, and other technology, whether developed and/or owned by Client or made available to Client by third parties other than UGAAP.

**"Intellectual Property"** means all copyright, trademark, trade name, or patent rights (whether registered or unregistered, and any applications for the foregoing), trade secrets, inventions, know-how, and any other proprietary rights of any kind (and any rights to enforce the foregoing).

**"Order Form"** means the documents for placing orders for the Licenses, and the specifications contained therein, that are entered into between Client and UGAAP from time to time, including Solution Order Forms, Parameter selections, Statements of Work, Exhibits, Schedules, Addenda, and Supplements.

**"Permitted Affiliates"** means Client Affiliates, if any, listed in the Order Form or added by written consent of the parties.

**"Personal Information"** or **"PI"** means personal information as defined by U.S. state data breach notification laws as well as personally identifiable information concerning an individual that would be considered "nonpublic personal information" within the meaning of Title V of the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) and its implementing regulations. PI does not include information that can be lawfully obtained from publicly available information.

**"Parameters"** are Client's selected Licenses configurations, specifications (and any subsequent modifications thereto elected by Client), accounting positions, and data input which UGAAP uses in computing financial data such as lease assets, liabilities, income and expenses.

**"Licenses"** means the Solutions and/or related professional services to which Client orders or procures from UGAAP (such as implementation services) as specified in the Order Form.

**"License Term"** means the duration for which Client orders to the Licenses as stated in the Order Form. The License Term may include discrete License Periods.

**"Solutions"** means the UGAAP Lease Accounting Software, other applications, software, hardware, programs, and other service offerings specified in the Order Form, but excludes Third Party Technology.

**"Suggestions"** means any ideas, improvements, changes, features, functionality, or other ways of delivering the Licenses that Client communicates to UGAAP.

**"Terms of Use"** means the terms (which may be updated from time to time) with which Users agree to abide in order to use the Solution.

**"Third Party Technology"** means any software, networks, equipment, data, managed services, hosted platforms, hardware, and other technology or services provided by third parties unaffiliated with UGAAP that may form a part of, or interoperate with, or that are used or provided by UGAAP as part of or in delivering the Licenses.

**"Users"** means individuals who are designated by Client to be registered for and authorized to access and use the Licenses.

## **1. SCOPE OF LICENSES, USE OF LICENSES, RESTRICTIONS ON USE, AND OWNERSHIP.**

1.1 Scope of Licenses. UGAAP will provide the Licenses only as stated in the fully-executed Order Form. The Order Form will include the charges, duration, and other terms applicable to the Licenses.

### 1.2 Use of the Licenses.

1.2.1 Use Rights. During the License Term, Client and Users have the non-exclusive, non-assignable, and limited right to access and use the Licenses only in connection with the Licenses and solely for Client's internal business operations.

1.2.2 Client Support of Licenses. Client will be solely responsible for: (a) the accuracy and completeness of the Parameters; (b) maintaining any equipment and ancillary services needed to access the Licenses and otherwise ensuring that the Licenses are compatible with Client Technology; (c) the accuracy, quality and integrity of Client Data; (d) the maintenance and use of Client Technology; (e) ensuring that its Users, Permitted Affiliates, employees, agents, and representatives comply with this Agreement; (f) using the Licenses only in compliance with applicable law. Client's failure to commence or complete configuration or set up of the Licenses will not relieve Client from any of its obligations under this Agreement, including payment of Fees.

1.2.4 Permitted Affiliates. Permitted Affiliates may place separate Order Forms for Licenses under this Agreement or receive the Licenses provided under a Client Order Form, subject to the terms of this Agreement, provided that: (a) Client binds the Permitted Affiliates to comply with this Agreement; and (b) Client and Permitted Affiliates agree to be jointly and severally liable to UGAAP for complying with this Agreement. Client represents that it has the authority to act as an agent for Permitted Affiliates with respect to all interaction among Client, Permitted Affiliates, and UGAAP. UGAAP will invoice: (a) Client (and not its Permitted Affiliates) for the Licenses used by Permitted Affiliates under a Client Order Form; or (b) Permitted Affiliates, if Permitted Affiliates enter into separate Order Forms; provided, however, that Client will remain primarily responsible for payment and Client unconditionally guarantees payment to UGAAP of all Client and Permitted Affiliate invoices. Only Client (and not its Permitted Affiliates) may initiate and participate in any dispute or litigation with UGAAP with respect to any Order Form. However, UGAAP may directly enforce any Order Form against any Permitted Affiliate if the Permitted Affiliate is in breach of this Agreement.

1.3 Licenses Restrictions. The Licenses are subject to the restrictions set forth in this Agreement and the following: (a) Client does not acquire any right to use the Licenses in excess of the scope and/or duration stated in the Order Form; (b) upon the expiration of the License Term, Client's right to use the Solutions will terminate unless renewed pursuant to this Agreement; and (c) except as permitted in this Agreement, Client will neither directly nor indirectly (i) make the Solutions (or any results from the Solutions) available to any third party, except to Permitted Affiliates, (ii) license, sell, resell, rent, lease, transfer, assign, distribute, permit time sharing or service bureau use, host, outsource, or otherwise commercially exploit the Solutions, (iii) interfere with or disrupt the integrity or performance of the Solutions, (iv) attempt to gain unauthorized access to the Solutions, (v) modify, copy, or make derivative works of the Solutions or underlying technology, or any data or other materials generated as part of the Solutions, (vi) disassemble, reverse engineer or decompile any portion of the Solutions or underlying technology, except to the extent permitted by applicable law, or (vii) use the Solutions to create any other products or services. Client will cooperate with UGAAP if UGAAP elects to monitor Client or Permitted Affiliate compliance with this Agreement.

1.4 Compliance with Export Laws. Client will not permit the Solutions to be used by any person or entity located in a jurisdiction that is subject to any export restrictions or which is otherwise barred from using the Solutions under applicable law, unless prior written authorization is obtained from the appropriate United States agency, and if so authorized, Client will comply with such applicable laws.

1.5 Use of Subcontractors. Client consents to UGAAP' use of subcontractors and consultants to provide the Licenses, and any subcontractors or consultants UGAAP uses will be under UGAAP' direction and subject to all applicable provisions of this Agreement. UGAAP will remain responsible and liable for performance of the subcontractors or consultants used to render the Licenses.

#### 1.6 Ownership.

1.6.1 Client Data. Client will own all Client Data. Client hereby grants to UGAAP a worldwide, nonexclusive, non-assignable (except as otherwise permitted under this Agreement), license to access, retrieve, host, store, copy, display, and otherwise use Client Data to provide the Licenses.

1.6.2 Aggregate Data. UGAAP will own all Aggregate Data, including the rights to: (a) provide Aggregate Data to third parties; and (b) develop, test, maintain, improve, modify, distribute, create derivative works from, and otherwise commercialize Aggregate Data.

1.6.3 Intellectual Property. UGAAP will own all right, title, and interest in and to (a) the Licenses, Aggregate Data, and Suggestions (regardless of whether Client has designated the Suggestions as confidential), (b) all improvements, enhancements or modifications thereto, and (c) all intellectual property rights related to any of the foregoing. Client will own all Intellectual Property in Client Technology.

1.7 Reservation of Rights. UGAAP and Client each reserves all rights not expressly granted in this Agreement.

## 2. **FEES AND PAYMENT TERMS.**

2.1 Fees. Client will pay UGAAP the fees as set forth in the applicable Order Form ("**Fees**"). If Client requires a purchase order number on invoices issued by UGAAP, then Client must provide the purchase order number on the Order Form.

2.2 Payment Terms. Except as otherwise specified in the applicable Order Form: (a) UGAAP will invoice Client in advance for Fees set forth in the Order Form; and (b) all invoices are payable in U.S. Dollars within thirty (30) days of invoice date. Unpaid invoices will be subject to a finance charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower. If Client does not timely pay any invoice, then in addition to any rights UGAAP has under this Agreement, UGAAP may condition future Licenses and Order Forms on terms different from those specified in this Agreement. Except as otherwise set forth in this Agreement, all Fees, once paid, are non-cancelable, non-refundable, and not subject to set-off.

2.3 Taxes. UGAAP' fees are exclusive of all taxes, levies, or duties imposed by taxing authorities ("**Taxes**"), and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on UGAAP' income. If UGAAP has the legal obligation to collect and pay Taxes for which

Client is responsible, such Taxes will be invoiced to and paid by Client, unless prior to invoice, Client provides UGAAP with a valid tax exemption certificate authorized by the appropriate taxing authority.

### 3. CONFIDENTIALITY.

3.1 Confidentiality. Each party (a “**Disclosing Party**”) may provide the other party (a “**Receiving Party**”) with proprietary or confidential materials and information. “**Confidential Information**” means all materials and information provided by a Disclosing Party to a Receiving Party that Receiving Party should reasonably know is confidential at the time of its disclosure, including, Client Data, any unique user identifiers and passwords provided to Client to access and use the Licenses, information relating to prerelease offerings, business plans, pricing, products, policies, procedures, inventions, trade secrets, patents, and know-how of the Disclosing Party. “**Confidential Information**” does not include information that Receiving Party can establish: (a) has entered the public domain without Receiving Party’s breach of any obligation owed to Disclosing Party; (b) has been rightfully received by Receiving Party from a third party without confidentiality restrictions; (c) has been independently developed by Receiving Party without use of Disclosing Party’s Confidential Information; (d) is Aggregate Data or Personal Information; or (e) is known to Receiving Party without any restriction as to use or disclosure prior to first receipt by Receiving Party from Disclosing Party. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, or (ii) required by law, judicial or administrative order, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party’s request and expense, in any lawful action to contest or limit the scope of such required disclosure.

3.2 Obligations Related to Confidential Information. Receiving Party will only disclose Confidential Information to those persons who have a need to know such information in the course of performing their duties under this Agreement. Receiving Party will take reasonable measures to maintain the confidentiality of Confidential Information in its possession or under its control, which will in no event be less than the measures it takes to maintain the confidentiality of its own information of similar importance. If Receiving Party learns of an incident of unauthorized access to, misuse, or disclosure of Confidential Information in its possession or under its control, then Receiving Party will: (a) promptly notify Disclosing Party of the facts and circumstances giving rise to such incident; and (b) take reasonable measures to contain and control further unauthorized access to, misuse, or disclosure of such Confidential Information.

### 4. REPRESENTATIONS AND WARRANTIES, DISCLAIMER OF WARRANTIES, AND REMEDIES.

#### 4.1 Representations and Warranties.

4.1.1 Mutual Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement and to grant all rights, licenses, and authorizations given in this Agreement.

4.1.2 UGAAP Warranty. UGAAP shall use reasonable efforts consistent with prevailing industry standards to maintain the Licenses in a manner which minimizes errors and interruptions in the Licenses. UGAAP shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

4.1.4 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LICENSES ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY TECHNOLOGY. BECAUSE UGAAP RELIES ON CLIENT’S INTERPRETATION OF ACCOUNTING STANDARD AND ON THE ACCURACY OF THIRD PARTY TECHNOLOGY, UGAAP PROVIDES NO GUARANTEE OR ASSURANCE THAT THE LICENSES WILL ACCURATELY AND FAIRLY DETERMINE CLIENT’S FINANCIAL POSITION. FURTHER, UGAAP DOES NOT WARRANT THAT THE LICENSES WILL BE UNINTERRUPTED OR ERROR FREE. FOR ANY BREACH OF WARRANTY, CLIENT’S EXCLUSIVE REMEDY AND UGAAP’ ENTIRE LIABILITY WILL BE THE CORRECTION OF THE DEFICIENCY THAT CAUSED THE BREACH OF WARRANTY; PROVIDED THAT CLIENT PROMPTLY PROVIDES UGAAP WITH WRITTEN NOTIFICATION DESCRIBING IN REASONABLE DETAIL THE NATURE OF THE DEFICIENCY AND A REASONABLE OPPORTUNITY TO CORRECT THE DEFICIENCY. IF UGAAP CANNOT SUBSTANTIALLY

CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CLIENT MAY TERMINATE THIS AGREEMENT AND UGAAP WILL REFUND TO CLIENT THE UNUSED PRE-PAID FEES FOR THE LICENSES.

## 5. MUTUAL INDEMNIFICATION.

5.1 UGAAP Indemnity. UGAAP will, at its expense, defend Client and its Permitted Affiliates (“**Client Indemnitees**”), and pay the amount of any adverse final and non-appealable judgement or settlement to which UGAAP consents (including reasonable attorney's fees and litigation costs) resulting from any unaffiliated third party claim, demand, suit or proceeding (each, a “**Claim**”) that the Licenses, when used in compliance with the terms of this Agreement, infringe on or misappropriate such third party's valid U.S. patent, copyright, or trade secret. If UGAAP receives information about an infringement or misappropriation Claim related to the Licenses, UGAAP may at its option, and at no cost to Client : (a) obtain for Client the right to continue to use the Licenses; (b) replace or modify the Licenses so that they become non-infringing without material alteration; or (c) if (a) or (b) are not commercially reasonable for UGAAP to effect, then UGAAP may terminate this Agreement upon written notice to Client and refund to Client any unused pre-paid Fees.

5.2 Exclusions from UGAAP Indemnification. UGAAP will have no liability or obligation under subsection 5.1 above with respect to any Claim based on Client's use of the Licenses not in compliance with this Agreement (including any modifications or combinations of the Licenses or results thereof with information, data, software or other materials not provided by UGAAP, or Client's continued use of the Licenses after notification from UGAAP to cease or after being provided with modifications that would have avoided the Claim), or on Client's or its Permitted Affiliates' gross negligence or intentional misconduct.

5.3 Client Indemnity. Client will, at its expense, defend UGAAP and its Affiliates (“UGAAP Indemnitees”), and pay the amount of any adverse final and non-appealable judgement or settlement to which Client consents (including reasonable attorney's fees and litigation costs) resulting from any Claim based on or related to: (a) Client's use of the Licenses not in compliance with Sections 1.2.1, 1.2.2, and 1.3 of this Agreement; (b) Client's not conveying to UGAAP all necessary rights, authorizations, or licenses to use Client Data; (c) Client's selection of Parameters; or (d) any claim that the Client Data breaches the intellectual property or other proprietary right of any unaffiliated third party.

5.4 Exclusions from Client Indemnification. Client will have no liability or obligation under subsection 5.3 above with respect to any Claim based on UGAAP' or its Affiliates' gross negligence or intentional misconduct.

5.5 Indemnification Procedure. As a condition to the obligations set forth in Section 5.1 and 5.3 above, the responsible party (“**Indemnitor**”) must receive timely written notice of the Claim. Indemnitor will have sole control over the defense and settlement of the Claim with counsel of its own choosing, except to the extent that any settlement involves material commitments on the part of the indemnified party (“**Indemnitee**”), in which case such settlement will require the prior written consent of Indemnitee (which consent will not be unreasonably withheld, conditioned, or delayed). Indemnitee will provide reasonable and non-confidential information and cooperation (at Indemnitor's reasonable expense) as reasonably required by Indemnitor. Indemnitor will not be responsible for any settlement it does not approve in writing. Indemnitee reserves the right to participate at its own cost in any proceedings with counsel of its own choosing; provided, however, that the defense or settlement of any Claim will at all times be subject to Indemnitor's sole control.

5.6 EXCLUSIVE REMEDY. THE FOREGOING STATES INDEMNITOR'S SOLE OBLIGATION AND INDEMNITEE'S SOLE REMEDY FOR INDEMNIFICATION. Notwithstanding anything to the contrary in this Agreement, this Section 5 does not apply to any claim (whether direct or indirect) for which a sole and exclusive remedy is provided under another section of this Agreement.

## 6. LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN CLAIMS.

6.1 EXCLUSION OF CERTAIN CLAIMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE FOLLOWING PARAGRAPH.

6.2 LIMITATION OF LIABILITY. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY LICENSE, USE OR OTHER EMPLOYMENT OF THE LICENSES, NO MATTER THE TYPE OF CLAIM FROM WHICH LIABILITY ARISES, SHALL BE AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT TO UGAAP DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION OR CLAIM. (IF NO FEES ARE PAID, SUCH AGGREGATE LIABILITY WILL BE LIMITED TO U.S. \$5,000.00). THIS LIMITATION OF LIABILITY WILL NOT APPLY TO (I) CLIENT'S OBLIGATIONS TO PAY FEES AND EXPENSES WHEN DUE AND PAYABLE, NOR (II) TO ANY INFRINGEMENT OR MISAPPROPRIATION BY CLIENT OF UGAAP' INTELLECTUAL PROPERTY, NOR TO (III) CLIENT'S INDEMNIFICATION OBLIGATIONS, NOR TO (IV) EITHER PARTY'S ACTS OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. MONETARY DAMAGES, AS LIMITED BY THIS SECTION, WILL BE EACH PARTY'S SOLE AND EXCLUSIVE REMEDY (AT LAW OR IN EQUITY) IN THE EVENT THAT ANY EXCLUSIVE REMEDY IN THIS AGREEMENT IS FOUND TO FAIL OF ITS ESSENTIAL PURPOSE. ALL CAUSES OF ACTION OR CLAIMS BROUGHT BY EITHER PARTY PERTAINING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION OR CLAIM. BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY.

## 7. SUSPENSION OF LICENSES.

7.1 Generally. UGAAP may suspend Client's right (including its Users) to use any portion of the Licenses immediately on notice and without liability if UGAAP determines in good faith that: (a) Client's (or its Users) use of the Licenses (i) may subject UGAAP or any third party to liability, or (ii) is fraudulent; (b) the Licenses have been accessed or manipulated by a third party without Client's consent or in violation of this Agreement; (c) suspension is required by applicable law or court order; (d) suspension is required by third party providers that provide portions of the Licenses; (e) Client has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Client's assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or, if, after UGAAP notifies Client at least 72 hours prior to the suspension, (f) Client is in breach of this Agreement, including if Client is delinquent in its payment obligations for more than thirty (30) days.

7.2 Effect of Suspension. If UGAAP suspends Client's right to use any portion of the Licenses, then: (a) Client remains responsible for all Fees and expenses, including for the Licenses to which Client continues to have access, if any; and (b) Client will not be entitled to any compensation, refunds, or credits for any period of suspension.

7.3 Termination Rights. UGAAP' right to suspend use the Licenses is in addition to UGAAP' right to terminate this Agreement.

## 8. TERM AND TERMINATION.

8.1 Term. This Agreement will commence on the Effective Date and will continue in effect for the duration of any Order Form that references its terms, unless earlier terminated as set forth in this Agreement. The License Term applicable to provision of the Licenses is set forth in the applicable Order Form.

8.2 Termination. Either party may terminate this Agreement for cause if (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, (ii) the other party breaches its obligations related to Confidential Information, (iii) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors (in the cases of the foregoing Section 8.2(ii)-(iii), termination will be effective immediately on receipt of written notice). Upon termination of this Agreement, all Order Forms will automatically terminate.

8.3 Obligations on Termination. Upon termination or expiration of this Agreement, all rights granted to use the Licenses and all obligations to provide the Licenses will immediately cease. If this Agreement is terminated by Client for cause in accordance with Section 8.2 (Termination), UGAAP will refund any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by UGAAP for cause in accordance with Section 8.2, Client will pay any unpaid fees covering the remainder of the term of all Order



Forms. In no event will termination relieve Client of its obligation to pay any fees payable to UGAAP for the period prior to the effective date of termination. Except as required by applicable law or pursuant to UGAAP' data retention policies, upon Client's written request within sixty (60) days following the termination or expiration of this Agreement, UGAAP will return Client Data to Client, or at Client's election, destroy Client Data (excluding any copies located in UGAAP back-up or archival systems) at Client's reasonable expense.

8.4 Survival. The Definitions section and Sections 1.6-1.7, 2, 3, 4.1.4, 5, 6, 8.3-8.4, and 9 will survive the termination or expiration of this Agreement for any reason whatsoever.

8.5 Force Majeure. Neither party will be deemed in breach of this Agreement for any cessation, interruption, or delay in performing its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation: (a) earthquake, flood, or other natural disaster, acts of God, labor controversy, civil disturbance, terrorism, war, the inability to obtain sufficient supplies, transportation, or other essential commodities or services required in the conduct of its business, or any other cause beyond the reasonable control of the party whose performance is affected; or (b) any change in or the adoption of any law, rule, or regulation, or the entering of any judgment, order or decree that prevents or inhibits its performance under this Agreement (each of (a) and (b) a "Force Majeure Event"); provided that financial inability in and of itself will not be a Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event will not relieve Client from paying all Fees and expenses accruing prior to the Force Majeure Event.

## 9. GENERAL.

9.1 Governing Law, Jurisdiction, and Venue. The laws of the Commonwealth of Massachusetts govern this Agreement. The parties consent to exclusive jurisdiction and venue in the federal or state courts sitting in Suffolk County, Massachusetts that have subject matter jurisdiction over any dispute arising under this Agreement, except for any dispute seeking injunctive or equitable relief or claims regarding infringement of intellectual property rights or breach of obligations related to Confidential Information (which may be brought in any court having proper jurisdiction). The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens. Process can be served on either party in the manner authorized by applicable law or court rule.

9.2 Notices. All notices will be sent by express courier or by registered mail with a copy by fax to the contacts listed on the first page. Each party may change its contacts for notice on prior written notice (which can be provided by email) to the other party. All notices will be in writing and will reference this Agreement. Notices will be deemed given: (a) if sent by express courier, when delivered personally with written verification of receipt; or (b) if sent by registered mail, five (5) days after having been sent.

9.3 Relationship of the Parties. The parties are operating as independent contractors, and nothing in this Agreement will be construed as creating a partnership, franchise, joint venture, employer and employee, or agency relationship. Neither party has the authority to obligate the other party in any manner.

9.4 No Third-Party Beneficiaries. The parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9.5 Waiver. Any delay or failure of a party to exercise a right or remedy under this Agreement or at law will not result in a waiver of that, or any other, right or remedy. No waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

9.6 Severability. If any provision of this Agreement is found to be unenforceable, the parties (or, if the parties cannot agree, a court) will revise it so that it can be enforced consistent the intent of the parties as of the Effective Date. Even if no revision is possible, the rest of this Agreement will remain in effect.

9.7 Assignment. Neither party will assign this Agreement without the written consent of the other party; provided, however, that this Agreement may be assigned by either party to any Affiliate of such party or to a successor organization acquiring all or substantially all of such party's assets (including by means of a merger, acquisition, or similar transaction) without the written consent of the other party. No assignment shall relieve either party of the performance of any accrued obligation which such party may then have under this Agreement.

9.8 Interpretation. This Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either in favor of or against either party.

9.9 Entire Agreement. This Agreement is the entire agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous agreements or communications. This Agreement may not be modified except by a written agreement signed by authorized representatives of the parties. Notwithstanding the foregoing, the Licenses may include the use of certain websites and applications (e.g., applications for download and use on mobile devices) that have terms of use or privacy statements to which Client and/or Users are subject by virtue of their use or that Client and/or Users must accept as a condition to their use, and Client and/or Users agree to be bound by any such terms. Order Forms referencing this Agreement may be executed in counterparts, each of which will be deemed an original and together will constitute one Agreement. The parties agree that Order Forms may be signed by means of electronic signature technology pursuant to the U.S. Federal E-SIGN Act and any applicable state laws. Signatures, originally signed by hand, but transmitted via e-mail as PDF files or by fax will also be deemed valid and binding original signatures.