

**TERMS AND CONDITIONS  
LICENSE AND PURCHASE AGREEMENT**

## 1. License.

(a). GDI grants you a limited, personal, non-transferable, non-exclusive license to use or Access the Software and Documentation solely for the purposes specified in the Documentation. Only you, your employees or authorized independent contractors, and your end users, as applicable, may use or Access the Product or Documentation, and only for your business. Additional terms and conditions may be provided with new Products or with an update, release, or upgrade.

(b). The Software is licensed, not sold. You have no ownership rights, express or implied, or any other rights in the Software or Documentation other than those specified in this Agreement. You may not sublicense, copy, modify, enhance, make errors corrections to, create derivative works based on, decompile, decrypt, reverse engineer, or disassemble the Software (including any database) or Documentation, or permit any third party to do so. You may not rent, lease, lend, or otherwise distribute or use the Software or Documentation in any time-sharing, service bureau, or similar arrangement, or in any manner that may cause the Software or Documentation in whole or in part to become subject to any Excluded License.

(c). You are being granted a term License and, except as otherwise specified on the Purchase Documentation, such license has an Initial Term of one (1) year from the Start Date. If you do not renew the agreement then the license will expire by the renewal date.

(d). Some third-party materials distributed with the Product may be subject to other terms and conditions, which are typically found in a separate license agreement or "Read Me" file provided with those third-party materials. The License does not apply to any third-party software except as specified herein.

YOU ACKNOWLEDGE THAT THE PRODUCT MAY CONTAIN A LICENSE KEY TO PREVENT UNAUTHORIZED USE, THAT THE LICENSE KEY IS NOT A VIRUS, THAT EXECUTION OR DEACTIVATION OF THE LICENSE KEY MAY RENDER THE PRODUCT OR A PORTION OF IT INOPERABLE, AND THAT GDI MAY EXECUTE OR DEACTIVATE THE LICENSE KEY UPON TERMINATION OF YOUR LICENSE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT, IF THE LICENSE KEY IS EXECUTED OR DEACTIVATED AS SPECIFIED IN THIS AGREEMENT, YOU MAY BE OBLIGATED TO PAY GDI'S THEN-CURRENT FEE TO REACTIVATE THE PRODUCT, PLUS ANY OTHER APPLICABLE FEES.

## 2. Installation and Professional Services.

(a). Installation. Unless specified in the Purchase

Documentation, the installation and implementation of the Product is your exclusive responsibility. GDI has no responsibility to modify the Product to cause it to function or operate on any particular hardware system, configuration, or platform or with any other software.

(b). Professional Services. You may purchase Professional Services from GDI, and statement(s) of work may be created to more fully describe the scope, duration, and/or fees for the Professional Services and shall be governed by this Agreement. All pre-paid Professional Services must be used within twenty-four (24) months of the Start Date.

(c). Compensation and Expenses. On-site Professional Services days are based on a standard 8-hour work day. Additional hours will be billed at GDI's then-current applicable rate unless a different rate is mutually agreed to by the parties. Customer shall reimburse GDI for all reasonable out-of-pocket expenses (including travel, lodging and meals) incurred in connection with on-site Services session(s). Professional Services scheduled and/or performed (i) during after-hours on a weekday or (ii) on a Saturday will be invoiced at 150% of GDI's then-current Professional Services Fees. Professional Services scheduled and/or performed on a Sunday or a government- recognized holiday will be invoiced at 200% of GDI's then- current Professional Services Fees.

## 3. Hosted Solutions.

If GDI or its designated third-party providers are hosting the Software, the following additional terms and conditions apply:

(a). GDI or its designated provider will provide those services necessary to allow you Access, including a password(s).

(b). Data Entry. All data generated by and through your Access will reside on servers of GDI or its third party providers. You are solely responsible for ensuring that data entry is timely, accurate, and reflects your requirements. You shall indemnify and hold GDI harmless from any liability, damages, or costs arising from data entered by you or your end users or on your behalf

(c). Password Security. You are solely responsible for (i) ensuring that only authorized individuals have access to passwords to Access the Product, (ii) assigning roles and authority levels for your Access, (iii) the conduct of individuals with Access, and (iv) maintaining the confidentiality and integrity of passwords and authority levels. You shall indemnify and hold GDI harmless from any liability, damages, or costs arising from your failure to comply with this Section.

(d). Scheduled Downtime. Downtime is required from time-to-time for regular maintenance of the technology that supports the Product. GDI will use commercially reasonable efforts to perform scheduled downtime outside normal business

hours.

(e). Unexpected Outages. GDI will use commercially reasonable efforts to avoid unexpected outages and to restore Access promptly as practicable. If you do not have Access for more than two (2) consecutive hours within any 24-hour period because of an unexpected outage caused by GDI, you may request credit for one day of the applicable fees (based on an average of that month's invoice). THIS IS YOUR SOLE AND EXCLUSIVE REMEDY AND GDI'S ENTIRE LIABILITY FOR UNSCHEDULED DOWNTIME OR OUTAGES, AND GDI WILL NOT BE LIABLE FOR ANY DAMAGES RELATED TO ANY UNSCHEDULED DOWNTIME OR OUTAGES.

(f). Self-Hosting. You at all times retain the right to self-host the Product from another location and, if you are being granted a term license, continue to pay the Term License Fees for the Software. Any Professional Services performed by GDI in migrating a hosted solution to a self-hosted solution shall be billable at GDI's standard rates.

#### **4. Fees and Payments.**

(a). You agree to pay all applicable Fees.

(b). Title and risk of loss for any media or hardware for the Product transfers to you at GDI's designated manufacturing plant(s) or warehouse(s). If the Product is delivered electronically, risk of loss shall transfer to you upon when the Product or Access is made available to you.

#### **5. Product Maintenance.**

(a). Subject to your timely payment of all applicable Fees, GDI or its designated provider will provide you with Maintenance for the Product. Maintenance terms automatically renew unless cancelled by either party with written notice at least 30 days before the renewal date.

#### **6. Warranty and Disclaimer.**

(a). Limited Warranties. GDI warrants to you that (i) GDI has the right to grant the License, (ii) subject to your timely payment of all applicable Fees, the Products as delivered to you will perform materially in accordance with GDI's then-current, applicable specifications if all available updates, upgrades, and bug-fixes are properly installed, and (iii) any Professional Services you purchase will be provided in good and workmanlike manner consistent with generally accepted industry standards. This warranty shall not apply to defects attributable to (A) any equipment or software not

provided or approved for use by GDI, (B) any modification of the Product by you, your employees, or any third party acting on your behalf, (C) any accident, neglect, misuse, or abuse by you, your employees, or any third party acting on your behalf, or (D) exposure of the Product to conditions outside the range of environmental, power, and operating specifications provided by GDI. You must cooperate fully and promptly with GDI's attempts to identify the cause of any claimed breach of this limited warranty.

(b). Security. You agree to be solely responsible for (i) ensuring the confidentiality, security, and integrity of your network connectivity, data, and servers, (ii) preventing and bearing the risk of any loss or damage to any data on your servers, and (iii) maintaining archive and backup copies of any data.

(c). WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE PRODUCT IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. GDI, ITS SUPPLIERS, AND LICENSORS SPECIFICALLY DISCLAIM ANY OTHER WARRANTIES AND REMEDIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE; ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND ANY WARRANTIES RELATING TO SECURITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GDI MAKES NO WARRANTY, IMPLIED OR OTHERWISE, REGARDING THE PERFORMANCE OR RELIABILITY OF ANY OTHER PRODUCTS, SERVICES, OR ANY THIRD PARTY PRODUCTS (SOFTWARE OR HARDWARE) OR SERVICES. THERE IS NO WARRANTY OR REPRESENTATION THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED, FAULT-TOLERANT, SECURE, OR ERROR-FREE, OR THAT THE PRODUCT WILL BE FREE FROM DEFECTS OR INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AND THE ENTIRE LIABILITY OF GDI AND ITS SUPPLIERS, RELATING TO ALL PRODUCTS, SERVICES, AND WARRANTIES SHALL BE, AT GDI'S OPTION, (1) TO REPAIR OR REPLACE THE PRODUCT

OR RE-PERFORM THE SERVICE THAT DOES NOT MEET THE LIMITED WARRANTY, OR (2) PROVIDE A REFUND OF THE THEN- CURRENT REASONABLE COMMERCIAL VALUE (IF ANY) FOR THE PRODUCT OR SERVICE THAT DOES NOT MEET THE LIMITED WARRANTY. EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE SHALL BE NO REFUNDS, RETURNS, EXCHANGES, OR REPLACEMENTS. GDI MAKES NO WARRANTY, IMPLIED OR OTHERWISE, REGARDING THE PERFORMANCE OR RELIABILITY OF ANY THIRD PARTY HARDWARE PRODUCTS, AND GDI WILL PASS THROUGH ANY THIRD PARTY WARRANTY TO CUSTOMER AS PERMITTED.

### **7. Infringement Indemnification.**

GDI will indemnify you from IP Claims and reimburse you for damages paid by you to the party bringing the IP Claim pursuant to a final, non-appealable judgment that the Product directly infringes any Third Party IP Rights. You agree that GDI shall be relieved of its obligations under this Section unless you notify GDI in writing within 10 business days of learning of the IP Claim, and give GDI proper and full information, assistance, and exclusive authority to defend or settle the IP Claim. If the Product or any part of it is in GDI's opinion likely to become the subject of a claim of infringement of Third Party IP Rights, or if it is adjudicatively determined that the Product or any part of it infringes Third Party IP Rights, GDI may at its option (i) obtain for you a license or right to use the Third Party IP Rights so you can continue to use the Product, or (ii) replace or modify the Product with other suitable and reasonably equivalent non- infringing technology or parts, or (iii) if it is not commercially reasonable to take the actions described in clauses (i) or (ii) in this sentence, terminate your License and, if you return the Product to GDI, refund a portion of the license fee paid by you equal to the then-current reasonable commercial value (if any) of the Product. GDI shall not be responsible, liable, or obligated to indemnify or reimburse you if the alleged infringement arises out of (i) compliance with your requirements or specifications that are outside GDI's standard specifications for the Product, (ii) any addition or incorporation to or modification of the Product at your request, (iii) any combination of the Product with any product or software not provided by GDI, (iv) use of a version of the Product that was not, at the time that the claim arose, the current unaltered version of the Product provided by GDI hereunder, including, without limitation, your failure to install any updates containing modifications to make the Product non-infringing; or (v) use of the Product in the practice of a process or system other than that for which it was intended. In any event as described in the preceding sentence, you shall defend and/or settle any claim brought against GDI at your own expense, and shall indemnify GDI against any costs, legal fees, other expenses, and damages required for the defense or settlement of the claim.

THE RIGHTS GRANTED TO YOU IN THIS SECTION ARE

YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY ALLEGED CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

You shall defend, indemnify and hold harmless GDI from and against any and all third party claims, actions, causes of action, liabilities, damages, costs and expenses, including reasonable legal fees, arising from or related to the exclusions (i) through (v) set out in this Section 7.

### **8. LIMITATION OF LIABILITY.**

TO THE EXTENT NOT PROHIBITED BY LAW, AND WITH THE EXCEPTION OF LIABILITY ARISING OUT OF (i) THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION; (ii) FOR PERSONAL INJURY, DEATH, OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY A PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS, FRAUD OR FRAUDULENT MISREPRESENTATION, IN NO EVENT WILL GDI OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, SERVICES, OR YOUR USE OF OR INABILITY TO USE OR ACCESS THE PRODUCTS OR ANY PORTION OF IT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GDI IS NOT RESPONSIBLE FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT, LOSS OR CORRUPTION OF DATA OR GOODWILL, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SOFTWARE OR SERVICES, BUSINESS INTERRUPTION, OR CLAIMS BY THIRD PARTIES (OTHER THAN AS DESCRIBED IN THE SECTION ON INFRINGEMENT INDEMNIFICATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), ANY OTHER THEORY OF LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.. EXCEPT FOR INSTANCES INVOLVING GDI'S WILLFUL MISCONDUCT, GDI WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH, UNAUTHORIZED ACCESS, MISUSE, OR INTRUSION RELATED TO YOUR DATA ON GDI'S OR ITS SUPPLIERS' SERVERS OR ANY NETWORK YOU USE IN CONNECTION WITH THE PRODUCT.

IN NO CASE SHALL GDI'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATED TO THE PRODUCTS, SERVICES, ACCESS, AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, UNDER STATUTE, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF THE

FEES ACTUALLY PAID BY YOU PURSUANT TO THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE CLAIM FOR THE GDI PRODUCT, SERVICES, OR ACCESS GIVING RISE TO THE CLAIM. YOU AGREE THAT THIS AMOUNT IS SUFFICIENT TO SATISFY THE ESSENTIAL PURPOSE OF THIS AGREEMENT, THAT THIS AMOUNT IS A FAIR AND REASONABLE ESTIMATE OF ANY LOSS AND DAMAGE LIKELY TO BE SUFFERED IN THE EVENT OF ANY WRONGFUL ACT OR OMISSION BY GDI OR ITS SUPPLIERS AND LICENSORS, AND THAT THE PRICE OF THE PRODUCT, PROFESSIONAL SERVICES, OR ACCESS REFLECTS THIS ALLOCATION OF RISK. YOU AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS FORM AN ESSENTIAL ELEMENT OF THIS AGREEMENT, WITHOUT WHICH GDI WOULD NOT HAVE LICENSED OR SOLD THE PRODUCT TO YOU OR PROVIDED YOU WITH ACCESS.

## **9. Proprietary Rights & Confidential Information.**

(a). No Implied Conveyance of Proprietary Rights. The Product, Documentation, and any Work Product are the valuable, confidential, and proprietary property of GDI, its suppliers and licensors. GDI is not conveying any of its Intellectual Property Rights, except the limited rights specified in this Agreement. You must maintain and reproduce all copyright, trademark, patent, and other proprietary notices on the Product in the same form and manner as delivered by GDI.

(b). Protection of Information. You must not disclose any of GDI's Confidential Information, and must take precautions with respect to GDI's Products and Confidential Information that are at least as protective as you take to protect your own confidential information and proprietary rights of the greatest sensitivity. You must inform your employees and authorized independent contractors of the confidential and proprietary nature of the Product and GDI's Confidential Information and of the restrictions imposed by this Agreement, and confine access to the Product and GDI's Confidential Information to those personnel of your company who need it in the ordinary course and scope of their employment or relationship with you. Except as specified in this Agreement, you may not directly or indirectly disclose any part of the Product, GDI's Confidential Information, or Documentation to any third party.

(c). Termination; Injunctive Relief. Your violation of the confidentiality obligations or of GDI's Intellectual Property Rights may cause irreparable damage that cannot be fully remedied by money damages. In the event of any actual or threatened violation, you agree that GDI will be entitled, in addition to any other remedy available to it, to (i) terminate this Agreement, retake possession of the Product, execute the License Key, and/or terminate Access, and/or (ii) obtain

injunctive or other equitable relief from any court of competent jurisdiction to prevent any further violation.

(d). Use of Your Trademarks and Logos. Subject to any reasonable use guidelines, you grant GDI a non-exclusive, worldwide, royalty-free license to use Customer Marks in connection with this Agreement, for use with the Product, for promoting GDI's Products in marketing materials, print, or on-line advertising, and for identifying you as an GDI customer. You shall also secure for GDI any rights or sublicenses required for GDI's use of the trademarks or service marks of your Affiliates. GDI acknowledges that (i) Customer Marks are owned solely and exclusively by you or your Affiliates, (ii) GDI has no other rights, title, or interest in or to Customer Marks, and (iii) all use and goodwill of Customer Marks by GDI shall inure to the benefit of you and your Affiliates.

## **10. No Assignment.**

You may not assign or transfer, voluntarily, by operation of law, or otherwise, any rights under this Agreement without GDI's prior written consent, which may be withheld, delayed, or conditioned in GDI's sole discretion. Any attempted assignment or transfer without GDI's consent shall be null and void.

## **11. Export Law Compliance.**

The Product and related technology, information, and materials are subject to the export laws and regulations of the United States. You must comply with those and any other applicable export laws or regulations. You represent that you are not named on any U.S. government denied-party list. You are solely responsible for obtaining any necessary export licenses and exemptions. The Product and related technology, information, and materials may not be exported or re-exported to any U.S.- embargoed country, to any person or entity on any list of prohibited parties designated by the U.S. government, EU-embargoed country, or United Nations-embargoed country, or otherwise in violation of any applicable export law or regulation.

## **12. Termination.**

(a). This Agreement may be terminated immediately upon written notice to the other party (i) by GDI, if you fail to make any required payment other than Maintenance Fees, (ii) by the non-breaching party, if you or GDI fails to cure a material breach within 30 days after written notice from the non-breaching party, or (iii) by GDI, if you cease doing business as a going concern, become the object of voluntary or involuntary bankruptcy or liquidation proceedings that are not dismissed within 60 days after the initial filing, or if a receiver is appointed with respect to a substantial portion of your assets. GDI may terminate this Agreement by providing 60 days advance written notice to you.

(b). Upon termination, you must promptly (i) pay GDI all unpaid fees accrued before the termination, (ii) return/destroy all GDI Confidential Information and the Product, and (iii) return any materials, programs, manuals, and other items related to or derived from the Product in your possession or control. GDI shall use commercially reasonable efforts to provide you with any proprietary data belonging to you in the format in which it is stored by GDI at the time of termination.

### 13. Audit Rights.

GDI may audit your use of or Access to the Product. Any audit will take place after prior notice to you, during regular business hours, and in a manner that does not unreasonably interfere with your normal business. If the audit shows that you are using or accessing the Product in a way that violates this Agreement, GDI may invoice you for such use or Access, including late fees, interest, and expenses associated with the audit. If you do not timely pay that invoice, GDI may exercise its termination rights and pursue any other rights or remedies available to it. The rights and obligations set forth in this Section 13 shall survive termination or expiration of the term of this Agreement for a period of one (1) year from such termination or expiration.

### 14. Consent to Use Data.

You acknowledge and agree that GDI may collect and use technical data and related information to facilitate providing and/or confirming authorized use of Products, Access, Professional Services, and/or Maintenance to and by you. Subject to applicable laws and regulations, you agree that GDI may (i) use this information to improve its products, to provide customized services or technologies to you, and/or to confirm authorized use, (ii) transfer this information to GDI's Affiliates, agents, and partners, and (iii) transfer this information to the United States and/or any other country where GDI or its Affiliates, agents, and partners maintain facilities.

### 15. General Provisions.

(a). Taxes. Except with respect to income recognized by GDI, you will be liable for all tariffs, duties, and taxes, however designated or levied, based on your possession, use of, or Access to the Product, this Agreement, and/or any Professional Services, including but not limited to sales, use, value added, excise, services, personal property, or other taxes.

(b). Governing Law. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sales of Goods or any other international treaty or convention. Rather, this Agreement shall be governed in all respects by the laws of the State of New York, USA, without regard to conflicts of laws principles. For all disputes related to this Agreement, the Product, Access, or any services provided under this Agreement, each party consents to the exclusive personal jurisdiction and venue of the state and federal courts in

and for New York City, New York, USA.

(c). Severability; Interpretation. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by any court of competent jurisdiction, that provision will be fully severable and this Agreement will be construed and enforced as if it were not included. This Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor or against either party. The captions are for convenience only and do not affect the scope, intent, or meaning of the provisions. Any failure or delay to enforce any provision of this Agreement shall not be deemed a waiver of GDI's right to do so.

(d). Language. This Agreement is only in English, which shall be controlling in all respects. If GDI has provided you with a translation, you agree that the translation is for your convenience only and that the English-language version, not the translation, will be legally binding. If there are any conflicts or inconsistencies between the English-language version and a translation, the English-language version will control. Any notices relating to this Agreement shall be in writing in English.

(e). Entire Agreement and Modification. With respect to the subject matter or any term of this Agreement: (i) this Agreement constitutes the entire understanding of the parties; (ii) this Agreement supersedes all prior and contemporaneous communications and understandings (including but not limited to discussions, representations, warranties, inducements, promises, and agreements); (iii) there are no such communications or understandings not explicitly contained herein; (iv) neither party has relied on any such communications or understandings except as explicitly contained in this Agreement; and (v) any waiver, modification, or amendment shall be effective only if in a writing signed by the parties, where email shall not constitute such a signed writing.

(f). Orders and Acceptance. All orders for Products or Professional Services made pursuant to this Agreement are non-cancelable, non-refundable and must be submitted at least fifteen (15) days prior to the requested order delivery date. For any given order, you shall make the order and corresponding payment to GDI or its subsidiary or affiliate depending upon which company is making the sale of Products or Professional Services for that order. Orders shall not be deemed accepted or binding without written notification of acceptance from GDI. This Agreement shall govern all subsequent orders, and nothing contained in Customer's purchase orders or other communications shall in any way modify this Agreement.

(g). Independent Contractors. You and GDI, and our respective employees and representatives, are and shall be independent contractors with respect to the other party. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(h). Survival. The provisions of this Agreement that

relate to fees and payment terms, ownership of intellectual property and proprietary rights, export law compliance, termination, confidentiality, infringement indemnification, warranty disclaimers, limitation of liability, governing law, survivability, audit, force majeure, severability and interpretation, definitions, modification and use of software products owned or distributed by GDI shall survive termination of this Agreement.

(i). Force Majeure. Except for payment of monies, no party shall be liable for its failure to perform any obligations on account of strikes, shortages, failure or acts of suppliers, riots, insurrection, fires, flood, storm, explosions, acts of God, war, military operations, acts of terrorism whether actual or threatened, acts of a public enemy, epidemics, quarantines, governmental action, labor conditions, earthquakes, material shortages, or any cause that is similar to those enumerated or beyond the reasonable control of such party.

(j). Compliance With Laws. You may only use the Product in compliance with all applicable laws and regulations. Upon written notice to you, GDI may modify or suspend your use of or Access to the Product as necessary to comply with any law or regulation. Both parties acknowledge their responsibilities and commitments to abide by and comply with international anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act and the United Kingdom Anti-Bribery Act, and any amendments and regulations relating to those laws, in addition both parties shall at all times maintain high ethical standards and avoid conflicts of interest. . Specifically, for example, no employee, or any individual or entity acting on behalf of or for the benefit of either GDI or Customer, shall give or receive anything of value, or anything that may be perceived as valuable, to or from a government official or any other individual for the purpose of influencing any act, securing any improper advantage, or obtaining or retaining business.

(k). U.S. Government Restricted Rights. Use, duplication, or disclosure of the Product by the United States Government is subject to restrictions as set forth in FAR 12.212 or DFARS 227.7202-3 - 227.7202-4 and, to the extent required under U.S. federal law, the minimum restricted rights as set out in FAR 52.227-14, Restricted Rights Notice (June 1987) Alternate III(g)(3) (June 1987) or FAR 52.227-19 (June 1987). To the extent any technical data is provided pursuant to the Agreement, such data is protected per FAR 12.211 and DFARS 227.7102-2 and to the extent explicitly required by the U.S. Government, is subject to limited rights as set out in DFARS 252.227.7015 (November 1995) and DFARS 252.227-7037 (September 1999). If any of the above-referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the Contractor is Generation Digital Solutions Inc. .

## **16. Products that include Adobe.**

(a). The term “Product” as used in this Agreement includes the Adobe® PDF Library SDK and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof.

(b). If the Product includes font software, you may embed the font software, or outlines of the font software, into your electronic documents to the extent that the font vendor copyright owner allows for such embedding. The fonts contained in this package may contain both Adobe Systems Incorporated (“Adobe”) and non-Adobe owned fonts. You may fully embed any font owned by Adobe.

(c). You are hereby notified that Adobe, a Delaware corporation located at 345 Park Avenue, San Jose, CA 95110-2704 is a supplier of GDI and a third-party beneficiary to this Agreement to the extent that this Agreement contains provisions which relate to your use of any software, font programs, typefaces, and/or trademarks licensed or supplied by Adobe. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to GDI.

## **17. Open Source Software.**

Some versions of the Products contain open source software. Open source software is licensed to you under that software’s own license terms, which can be found in the “Help,” “About,” “Read Me,” or other specified portion of the Product. You are responsible for complying with any terms and conditions applicable to any open source software. To the extent that this Agreement imposes greater restrictions on you than the open source software license terms, the open source software license terms shall control, but solely with respect to such open source software.

## **18. Aquario Design.**

The following additional terms and conditions apply to your License of Aquario Design products:

(a). You may not collect any information about any communication transmitted on computers used to operate the Product by monitoring, interdicting or intercepting any process within the Product.

(b). You may not embed or nest the Product, or any part thereof, including any functionality, feature, or technology, in any other software or platform.

(c). Internet-Based Services Components. The Product contains components that may enable and facilitate the use of certain Internet-based services. You acknowledge and agree that, as part of that process, GDI may verify the version of the Product and/or its components that you are using and that all data collected may be sent to GDI’s servers using your internet, network connections and/or infrastructure.

(i)

(d). Unless otherwise noted on your Purchase Documentation, all Licenses to Access GDI Products are for designated users only and cannot be shared or used by more than one user concurrently, *provided that* you may change the named user for a License as needed by providing prior notice to GDI.

(e). If the Product is configured by or for you to employ any tracking technology, then you shall be solely responsible for: (i) complying with all applicable legal requirements relating to such use, including but not limited to providing any notice and/or obtaining any consent to the use of such technology. You also agree to indemnify and hold GDI harmless from any liability, damages, or costs relating to your use of such technology.

## 19. Definitions.

“**Access**” means the connection to and use of a Product by Customer via an Internet web browser under the terms of this Agreement.

“**Affiliate**” means, with respect to any entity, any other entity directly or indirectly controlling, controlled by, or under common control with such specified entity where “control” means the right to control, or actual control of management of such entity, whether by ownership of voting securities, by agreement, or otherwise.

“**Agreement**” means this GDI License and Purchase Agreement.

“**Confidential Information**” means any information that you have been informed or have a reasonable basis to believe is confidential to GDI, whether provided to you before, on, or after this Agreement, including, for example, ideas, programs, data, software, systems configurations, reports, projections, initiatives, customer data, or other business or technical information. Confidential Information includes any written information marked as confidential or proprietary, and any information disclosed orally or visually that is identified as confidential or proprietary at or around the time of its disclosure. All GDI Intellectual Property Rights and technical information related to the Product are Confidential Information whether or not marked as confidential or proprietary.

“**Customer Marks**” means your name and logo or other trademarks, service marks, or other marks.

“**Documentation**” means user’s guides, manuals, and other information related to the Product or Professional Services.

“**Excluded License**” means any license that requires as a condition of use, modification, and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be



disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

**“Fees”** means the fees for the Product, Access, or Professional Services, including any fees set forth in your Purchase Documentation, license fees, hardware fees, Term License Fees, Hosting Fees, Maintenance Fees, or other applicable fees. Unless otherwise specified in the Purchase Documentation, payments for any fees must be made within 30 days of the date of the invoice in the currency listed in the Purchase Documentation. Any amount not paid when due shall be subject to a service charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law, and GDI may defer shipments of Products and/or provision of services until all overdue payments are received. Payment of the service charge will not foreclose any other right that GDI may have as a consequence of late payment. In the event that GDI is required to take legal action to collect unpaid amounts, and GDI is successful in such action, Customer will reimburse all costs and reasonable attorneys’ fees incurred by GDI in such action.

**“GDI”** means Generation Digital Solutions Inc..

**“Hosting Fees”** means the hosting fees described in the Purchase Documentation. Unless otherwise specified in the Purchase Documentation, payment obligations for Hosting Fees shall commence on the first day of the next month following 30 days from the Start Date

**“Initial Term”** means the three-year period of time beginning on the Start Date.

**“Intellectual Property Rights”** means, individually or collectively, any patent, copyright, trademark, service mark, trade secret, trade name, or other intellectual property right of any kind.

**“IP Claim”** means a lawsuit filed against you by a third party that is not a patent assertion entity or non-practicing entity.

**“License”** means the license granted to you for the Product you have obtained.

**“License Key”** means a programming code included in the Product that, if executed or deactivated, renders the Product or portions of it inoperable.

**“Maintenance”** means (i) correction of material defects so that the Product will operate materially in conformity with the warranties in this Agreement, (ii) periodic updates that incorporate corrections of material defects and fixes of minor bugs in the Product, (iii) telephone or email/electronic consultation services regarding the use of the Product during GDI’s standard support hours, and (iv) enhancements and/or revisions to software components of the Product, which shall

be subject to additional charge unless they are provided at no charge to substantially all other licensees.

**“Maintenance Fees”** means the support and/or maintenance fees charged by GDI and/or a third party for the Product. Unless otherwise specified in the Purchase Documentation, payment obligations for Maintenance Fees shall commence on the first day of the next month following 30 days from the Start Date and continue for the period specified in the Purchase Documentation. Any use of a virtual private network or other requirement that requires GDI to act outside of its normal processes in order to provide Maintenance to you may be subject to additional fees.

**“Product”** means Software or hardware, and may also include third party software and documentation, downloads, on-line materials, bug fixes, patches, releases, release notes, updates, upgrades, technical support materials, and information related to the GDI software or hardware.

**“Professional Service(s)”** means any training, installation, implementation, customization and/or other professional services provided by GDI to Customer.

**“Purchase Documentation”** means the purchase order, investment summary, statement of work, written agreement, or other documentation executed by you by which you agreed to obtain a license, product, or service from GDI.

**“Renewal Term”** means the three-year period following the Initial Term or another Renewal Term unless specified otherwise in your Purchase Documentation. Fees for any Renewal Term may be increased to GDI’s then-current fees.

**“Site Location”** means the printing plant or facility specified in the Purchase Documentation.

**“Software”** means the GDI software listed on the Purchase Documentation or licensed to you under this Agreement.

**“Start Date”** means the Effective Date of the Purchase Documentation or the date the Product is made available to you, whichever is later.

**“Term License Fees”** means the term license fees for the Product described in the Purchase Documentation, the payment of which entitles you to Maintenance at no additional charge. Unless otherwise specified in the Purchase Documentation, payment obligations for Term License Fees shall commence on the Start Date.

**“Third Party IP Rights”** means a third party’s U.S. patent rights.

**“Work Product”** means any and all ideas, concepts, and Intellectual Property Rights related in any way to the techniques, knowledge, and processes of the Product, Services, and

deliverables provided by GDI, including any integration to third party products, whether or not developed for you.

“**You**”, “**you**” or “**Customer**” means the person or entity that obtained the Product under this Agreement and that is agreeing to be bound by this Agreement.

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If you have any questions, see the GDI website at <https://aquariodesign.com>.