

PREVO TECHNOLOGIES INC DOCUBRAIN PERPETUAL APPLICATION END USER LICENSE AGREEMENT

(Revised 04/15/2021)

This End User License Agreement ("EULA") is a legal agreement between you, either an individual or legal entity ("End User"), and Prevo Technologies, Inc., a Tennessee corporation ("PTI") for this application and all related software, documentation, and updates and upgrades that replace or supplement the application and are not distributed with a separate license (together, the "Application"). An amendment or addendum to this EULA may accompany the Application. BY INSTALLING, COPYING, OR OTHERWISE USING THE APPLICATION, END USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. If End User does not agree with such terms and conditions, End User: (a) shall not install or use the Application; (b) shall delete the Application or any portion thereof, where installed; and (c) if in conjunction with this EULA, End User received a disk, CD- ROM, or other media containing the Application or documentation related to the Application, End User shall return these materials to PTI.

1. DEFINITIONS

"Application" means the DocuBrain application, including any computer software and Updates acquired from PTI, and any associated media, printed materials, online or electronic documentation, and Internet-based services. All references to the Application include instances of the Application.

"Authorized Device" means a computer, server or virtual (or otherwise emulated) hardware system owned or controlled by End User and identified by End User to PTI for purposes of this License.

"Effective Date" means the earlier of the following: (i) the complete execution of this EULA; (ii) the applicable date of any Order Form; or (iii) the date End User first installs the Application.

"End User" means the individual or legal entity licensing the Application pursuant to this EULA.

"Instance" means a copy of the Application loaded into memory with one or more of its instructions executed (whether or not the Application's instructions continue to execute) until it is removed from memory.

"Intellectual Property" means all patents, patent rights, copyrights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and any other proprietary or intellectual property right, as may now exist or hereafter come into

existence worldwide, and all applications therefore and registrations, renewals and extensions thereof, recognized under any state, country, or territory's laws, or international treaty.

"License" means the right to install and use the Application pursuant to section 2 of this EULA.

"Perpetual License" means a license to use a major version of the Application for which applicable license fees have been paid, indefinitely, unless terminated by PTI or End User as authorized under the appropriate agreement. The license permits use of minor and patch updates of the Application with the same major version number that license fees have been paid for. In order to use a different major version of the Application, a new license must be purchased. Typically, a discounted upgrade license fee is made available for End Users of the previous major version of the Application.

"Update" means a broadly available modification to the Application, made available by PTI, in relation to a specific problem in said Application, and includes without limitation, patches, updates, and improvements or fixes. PTI may, in its sole discretion, provide Updates, the terms and conditions of this EULA shall apply to any Update unless other terms of use are provided by PTI. Updates are generally designated by a version number comprised of a major, minor, and patch number (i.e., 10.0.0).

2. GRANT OF LICENSE

Subject to the terms and conditions of this EULA, PTI grants to the End User: a non-exclusive, non-transferable (without right of sublicense or assignment), revocable (in accordance with section 10 herein) license to install and use the major version, including all minor and patch updates to that major version, of the Application on a single Authorized Device.

The Application is licensed, not sold. All rights reserved.

3. RESTRICTIONS ON USE

- A. End User shall only use the Application: (i) in machine-readable, object-code form; and (ii) for End User's own internal business purposes.
- B. End User shall not duplicate the Application, or any portion thereof, except for a reasonable number of copies solely for archival and disaster recovery purposes. All copies shall remain the exclusive property of PTI and shall be subject to the terms of this EULA. End User shall have no other right to copy the Application, in whole or in part. All copies shall include all copyright and other Intellectual Property and proprietary notices, and include notices and legends embedded in the Application and affixed to its medium

and container, as delivered by PTI. End User shall maintain a record of the location of Application copies.

- C. End User may use the Application on a temporary basis on another single device used only for fail-over support while the Authorized Device is unusable.
- D. End User shall not make Application available in any form to any third party without PTI's prior express written consent.
- E. End User shall not provide service-bureau or processing services, commercial time-sharing, subscription services, rental or sharing arrangements with the Application.
- F. End User shall not reverse engineer, disassemble or decompile, or in any way derive any source code from the Application unless required by law.
- G. End User shall protect the confidentiality of the Application by using reasonable care, but in no event less than the same degree of care that End User uses to protect its own confidential and proprietary information of a like nature.
- H. End User shall not modify the Application (including without limitation, modification for use with a third-party application), create, or use a derivative work of, or work based on, the Application.
- I. End User shall not remove or modify any Application markings or any notice of proprietary rights.
- J. End User shall not disclose the results of any benchmark tests on the Application to any third party without PTI's prior express written consent.

4. OWNERSHIP RIGHTS

End User acknowledges that the license granted under this EULA shall only provide the End User with a right of limited use. End User further acknowledges that PTI owns or licenses from third parties all right, title, and interest in the Application and End User will not contest those rights or engage in any conduct contrary to those rights. PTI shall retain full ownership of all Intellectual Property rights in the Application. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Application, or documentation relating thereto, shall belong exclusively to PTI.

5. VERIFICATION

PTI shall have the right to audit, all of End User's supporting records, detail and information, and to verify End User's use of the Application in order to satisfy PTI that End User is in compliance with the terms and conditions of this EULA. End User shall immediately pay any applicable adjustments to the license fee revealed by the audit.

6. LIMITED WARRANTY

PTI warrants to End User, that for a period of ninety (90) days from receipt of Application, the Application will substantially comply with the functional specifications set forth in PTI's documentation. PTI does not warrant that the Application will: (a) meet End User's requirements; (b) operate in combination with other software (including without limitation, unsupported platforms, operating systems, or databases); (c) that operation of Application will be uninterrupted or error-free; or (d) that PTI will correct all Application errors. PTI's entire liability and End User's sole and exclusive remedy for breach of this limited warranty shall be, in PTI's sole discretion: (i) correction of the defect, or replacement of non-conforming Application with conforming Application; or (ii) a refund of the price paid to PTI for the non-conforming Application or portion thereof. End User must notify PTI in writing of any nonconformity within the limited warranty period. The limited warranty shall be void if Application has been: (1) altered or modified by any party other than PTI; (2) subjected to accident, abuse, misuse, abnormal or negligent use; or (3) used, adjusted or installed other than in accordance with PTI's instructions.

ANY AND ALL THIRD-PARTY SOFTWARE NOT EMBEDDED IN THE APPLICATION IS PROVIDED ON A PASS- THROUGH, "AS IS" BASIS.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY PTI. EXCEPT FOR THE LIMITED WARRANTY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, PTI DISCLAIMS ANY OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROGRAM AND RELATED INFORMATION. PTI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. INDEMNIFICATION

End User shall indemnify, defend and hold harmless PTI and its directors, officers, agents, employees, subsidiaries, and affiliates from and against any and all claims, actions, proceedings, liabilities, losses, damages, costs or expenses (including attorneys' fees), (collectively "Claims") made by third parties, except to the extent caused by PTI, for: (a) infringement or misappropriation of any Intellectual Property rights arising out

of or related to End User's use of the Application; or (b) breach of any applicable software license agreement.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PTI'S TOTAL LIABILITY AND END USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING UNDER THIS EULA SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY PTI IN AN AMOUNT NOT TO EXCEED THE PRICE PAID BY END USER TO PTI FOR THE PROGRAM GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL PTI BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF DATA USE OR BUSINESS INTERRUPTION) WHETHER AN ACTION IN CONTRACT, TORT, OR BASED ON ANY OTHER LEGAL THEORY, EVEN WHERE PTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE RESULTING FROM ANY LIMITED REMEDY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. NO FAIL-SAFE USES

The Application has been created using technologies that are not fault tolerant and thus the Application is not designed, manufactured, or intended for use or resale in on-line control equipment in hazardous environments requiring fail-safe performance, including, but without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the technologies employed in the Application could lead directly to death, personal injury, or severe physical or environmental damage.

10. TERM & TERMINATION

This EULA and the license granted hereunder shall remain in effect unless terminated, as provided herein. Where End User breaches any covenant, obligation, representation, or warranty under this EULA, it being agreed that all breaches shall be deemed material, PTI may in its sole discretion: (a) immediately terminate this EULA; or (b) terminate this EULA where End User fails to cure said breach within a period of time defined by PTI. PTI may suspend, lock, or otherwise disable operation of the Application in order to exercise the rights set forth herein. The exercise of PTI's right to termination shall not prejudice any other available remedy whether legal, equitable, or otherwise.

Upon termination of this EULA, End User shall immediately discontinue all use of the Application and shall, at PTI's option, promptly return to PTI, or certify destruction of,

any and all copies of the Application and related information, and deliver to PTI a written certification that End User has complied with the foregoing requirements.

The following provisions shall survive termination of this EULA: section 4 (Ownership Rights); section 7 (Indemnification); section 8 (Limitation of Liability); section 11 (Import/Export Laws); and any other obligation that is intended to survive termination of this EULA.

11. IMPORT/EXPORT LAWS

End User shall comply with all applicable import, export and customs laws and regulations (including without limitation, the United States Export Administration Act). End User shall be responsible for any and all documentation or permits related to the Application as required by applicable law. End User agrees to indemnify, defend, and hold PTI harmless from any breach of End User's obligations under this section 11.

12. MISCELLANEOUS

A. NEW EULA VERSIONS. PTI reserves the right to modify this EULA at any time by providing a revised EULA to End User, or by publishing the revised EULA on PTI's DocuBrain website (<http://docubrain.com/>). The revised EULA shall become effective within thirty (30) days of such publication or provision to End User. End User's express acceptance of the revised EULA, or End User's continued use of the Application after expiration of the thirty (30) day notice period, shall constitute acceptance of the revised EULA.

B. THIRD PARTY SOFTWARE. The Application may contain non-embedded third-party software (including without limitation, commercial and open-source software). All such third-party software is licensed according to separate license terms and conditions, the applicable license agreement governing said software is incorporated herein by reference. By installing or using third party software, End User agrees to be bound by all terms, conditions and restrictions contained in any and all applicable third-party software license agreements. PTI makes no claim of ownership in or to third party software. For the avoidance of doubt, the End User indemnification obligations set forth in section 7 (Indemnification) apply to third party software.

C. ENTIRE AGREEMENT. If Licensee and PTI have signed a separate written agreement covering the licensing and use of the Application, the terms and conditions of such signed agreement shall take precedence over any conflicting terms and conditions of this EULA. Otherwise, this EULA constitutes the entire agreement between the parties relating to the licensing and use of the Application and supersede any other oral or written communications, agreements or representations with respect to the

Application, except for any oral or written communications, agreements or representations made fraudulently.

D. WAIVER. All waivers under this EULA must be made in writing to be effective. No delay on the part of either party in exercising any of their respective rights under or the failure to exercise the same, nor the acquiescence in or waiver of a breach of any term, covenant or condition of this EULA shall be deemed or construed to operate as a waiver of such rights or acquiescence thereto except in the specific instance for which given.

E. AMENDMENT. Except as provided in section 12(0), none of the terms, conditions, or provisions of this EULA shall be deemed modified or altered by any act, course of conduct, or knowledge of either party, their respective agents, servants, or employees. The terms of this EULA may not be amended, changed, waived, varied, or modified except by a statement in writing signed by duly authorized representatives of the parties expressly assenting to the amendment.

F. SEVERANCE. The invalidity or unenforceability of any provision of this EULA pursuant to any applicable statute, law or regulation shall not affect the validity or enforceability of the remaining provisions hereof. However, this EULA shall be construed as if not containing the provision held invalid or unenforceable in the jurisdiction in which so held, and remaining provisions shall remain in full force and effect.

G. COMMUNICATIONS. All notices, requests and other communications provided for in writing in this EULA shall be deemed to have been duly given: (i) on the date of delivery when delivered in person, including by courier service; (ii) upon receipt if delivered by mail, including by certified mail, return receipt, or postage prepaid; or (iii) upon receipt if delivered electronically.

H. HEADINGS. Paragraph headings used herein are for the convenience of the parties only. They do not form a part of this EULA and shall not be deemed or construed in any way to define or limit the meaning of such paragraphs.

I. SINGULAR INCLUDES PLURAL. In this EULA, unless there is something in a subject matter or context inconsistent therewith, the singular shall include the plural and the plural shall include the singular.

J. ASSIGNMENT. Neither this EULA nor any interest in this EULA may be assigned by End User without the prior express written consent of PTI. End User may not assign, pledge, mortgage, sell to a third party, or otherwise dispose of all or a portion of this EULA or the license granted hereunder.

K. LIMITATION OF ACTIONS. End User may not bring any action, suit, claim, or other legal proceeding against PTI arising out of, or related to this EULA or the subject matter

hereof more than one (1) year after the occurrence of the event that gave rise to said action.

L. LEGAL COSTS. The parties endeavor to resolve disputes under this EULA by mutual consultation. Where legal action is pursued to enforce any provision of this EULA, the prevailing party shall be entitled to recover all associated fees, including reasonable attorney fees, and costs.

M. GOVERNING LAW. This EULA shall be governed by the laws of the state of Tennessee and the United States, without regard to conflict of laws principles, as set forth in section 12(N) below. The rights and obligations of the parties to this EULA shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980), but instead shall be governing by the laws of the State of Tennessee and the United States, as set forth in section 12(N) below.

N. JURISDICTION. The parties irrevocably and unconditionally agree that the exclusive place of jurisdiction for any action relating to this EULA shall be in the federal or state courts of Tennessee. Each party irrevocably and unconditionally waives any objection it may have to the venue of any action brought in such courts or to the convenience of such forum. Final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any indebtedness or liability of any party therein described.

O. LANGUAGE. To the extent that this document or any subsequent agreements arising out of this EULA are translated into another language, the English version of said documents shall be the sole authoritative version.

13. NOTICE TO U.S. GOVERNMENT END USERS

A. The Licensed Software is provided to the United States Government with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the United States Government is subject to the restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or the successor as appropriate. Manufacturer is Prevo Technologies, Inc., 1111 Keener Rd, Seymour, TN 37865 as or on behalf of Licensor.

B. PTI acknowledges that statutes and regulations of the U.S. Government, including procurement laws and regulations, and/or terms within a contract purchasing the Application from PTI may sometimes require that aspects of commercial EULAs are limited and may become ineffective and inoperative. PTI acknowledges that such aspects of commercial EULAs may include indemnities, commitments of funds from future appropriation years, dispute resolution, jurisdiction, and the right to stop work. In

all such instances, PTI acknowledges that the provisions of this License Agreement yield and are superseded where, and to the extent, required by applicable U.S. law and regulation.

- a. PTI acknowledges Federal Acquisition Regulation (“FAR”) 52.232-39 Unenforceability of Unauthorized Obligations, and FAR 52.212-4(u) Contract Terms and Conditions—Commercial Items/Unauthorized Obligations, as well as equivalent provisions of agencies that are exempt from the FAR or that are state or local U.S. governments.
- b. PTI specifically acknowledges that provisions of this License Agreement that may be limited in part, or superseded in part or in whole, by said laws and regulations and/or terms of a contract purchasing the Application from PTI include:
 - i. Clause 5 pertaining to verification;
 - ii. Clause 7 pertaining to indemnification;
 - iii. Clause 10 pertaining to terms and termination;
 - iv. Clause 11 pertaining to import/export laws;
 - v. Clause 12(B) pertaining to third party software;
 - v. Clause 12(C) pertaining to the entire agreement;
 - vi. Clause 12(K) pertaining to limitation of actions;
 - vii. Clause 12(L) pertaining to legal costs;
 - viii. Clause 12(M) pertaining to governing laws; and
 - ix. Clause 12(N) pertaining to jurisdiction.