

ConnectReport End User License Agreement

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1. License

- 1.1. License Grant.** Subject to the terms and conditions of this EULA, Meta Technologies grants to Licensee a world-wide, non-exclusive, non-transferable and non-sublicensable right for its Authorized Users to use the Software solely for Licensee's and its Affiliates' internal business operations in accordance with the Documentation and applicable Order Form.
- 2. Subscription.** The right to access and use the Software is valid only for the subscription period and in the quantities identified in an Order Form. The initial subscription period begins upon delivery of the license key, unless otherwise specified by Meta Technologies.
 - 2.1.** In order to use the Software under this Agreement, Licensee must activate the copy of the Software with the valid license key(s) or activation code(s) provided to Licensee ("License Key") at the time of purchase and/or submit a uniquely identifiable user registration when prompted, in accordance with the scope of use and other terms specified for each type of Software, the Documentation, and as set forth in this Agreement.
- 3. License Restrictions.** Except as expressly permitted by this Agreement, Licensee will not, nor will it permit or authorize anyone to:
 - 3.1.** distribute, convey, lend, lease, share, sell, transfer, market, sublicense, rent or otherwise make available any component of the Software or any Documentation;
 - 3.2.** copy, decompile, disassemble or reverse engineer or otherwise attempt to extract or derive the source code or any methods, algorithms or procedures from the Software, or modify, adapt, translate or create derivative works based upon the Software except as expressly authorized by the mandatory provisions of applicable law;
 - 3.3.** transfer or reassign a named user license in such a manner that enables multiple users to share such license in excess of the authorized quantity of named user licenses;
 - 3.4.** use, offer or otherwise exploit the Software as or as part of a revenue-generating product or service to or for any third party, including, without limitation, hosting, outsourcing, service bureau, application service provider, or software as a service (SaaS) functionality;
 - 3.5.** use the Software for purposes of benchmarking, collecting and publishing data or analysis relating to the performance of the Software, or developing a product that is competitive with any Meta Technologies product or service;
 - 3.6.** remove any copyright, trademark or other proprietary notice from the Software; or
 - 3.7.** alter or circumvent any Software license key or any other restrictions or limitations on Software access or use.
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Software upon written notice at any time for any reason and without liability of any kind. IF LICENSEE SUBSEQUENTLY LICENSES A NON-EVALUATION VERSION OF THE SOFTWARE, LICENSEE'S LICENSE TO THE EVALUATION VERSION SOFTWARE SHALL IMMEDIATELY TERMINATE AND LICENSEE EXPRESSLY AGREES THAT, UNLESS LICENSEE HAS A SEPARATE SIGNED LICENSE AGREEMENT GOVERNING LICENSEE'S USE OF THE SOFTWARE, THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN, SHALL GOVERN LICENSEE'S USE OF SUCH NON-EVALUATION VERSION.

5. Ownership

- 5.1.** The Software provided hereunder is licensed, not sold. To the extent not expressly licensed to Licensee hereunder, Meta Technologies, its Affiliates, and their respective suppliers or licensors where applicable, reserve and retain all right, title and interest in and to the Software and all intellectual property rights embodied therein, as well as all trademarks, service marks, product names and trade names of Meta Technologies and its Affiliates (collectively, the "Marks"). Licensee shall maintain reasonable technical and procedural access controls and system security to safeguard the Software and Documentation and shall be directly responsible for any violations of this Agreement by anyone that it or any of its Affiliates has allowed to access the Software.
- 5.2.** If Licensee chooses to provide Meta Technologies with ideas or suggestions regarding any Software or services, Licensee agrees that Meta Technologies is free to use any such ideas and suggestions for any purpose, including, without limitation, developing, improving and marketing products and services, without any liability or payment of any kind to Licensee.

6. Maintenance and Support Services

- 6.1.** Maintenance and support for the Software ("Maintenance") will be made available to Licensee in accordance with Meta Technologies' then-current Maintenance Policy, subject to Licensee's payment of the applicable fees for such services. Where Licensee receives Maintenance from a Meta Technologies-authorized reseller, such Maintenance will be provided pursuant to a separate written agreement between Licensee and the applicable reseller.
- 6.2.** Maintenance is included with paid subscriptions of Software.
- 6.3.** The Software licenses and Maintenance provided pursuant to this Agreement do not include consulting, implementation, education or other services. Payment of Software license fees due under this Agreement shall not be contingent under any circumstances upon the performance of any such services.

- 7. Professional Services.** Meta Technologies may provide Professional Services to Licensee, which shall be limited to implementation, configuration and software enablement services provided on a time and materials basis. Licensee retains all right, title and interest in and to its proprietary data ("Licensee Data"), including all data that Licensee elects to integrate into the Software or to display within a report created with the Software. Meta Technologies retains all right, title and interest in and to the Software and all deliverables resulting from performance of the Professional Services, including all methodologies, designs, improvements to the Software, and know how, but excluding any Licensee Data incorporated into any such deliverable. Meta Technologies hereby grants Licensee a non-exclusive license to use any deliverables or work product created hereunder solely in connection with Licensee's authorized use of the Software, subject to all the same terms and conditions as apply to Licensee's Software license (including in Section 3 (License Restrictions)), and subject to any additional terms and conditions provided with the deliverables. Licensee may order Professional Services under an Order Form or a mutually executed Statement of Work describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Licensee will reimburse Meta Technologies for reasonable travel and lodging expenses as incurred.

8. Warranties and Disclaimers

- 8.1.** Meta Technologies warrants that the initial version of the Software delivered under this Agreement will, for a period of sixty (60) days from its Delivery Date ("Warranty Period"), operate substantially in conformity with its applicable Documentation. Licensee is deemed to have accepted the Software on the Delivery Date. The Licensee must assert any claim for breach of this warranty within the Warranty Period. Licensee's exclusive remedy and Meta Technologies' sole liability with regard to any breach of this warranty will be, at Meta Technologies' option and expense, to either: (i) repair or replace the non-conforming Software; (ii) if the Software was obtained by purchase (and not as a result of a conversion from a previously purchased Meta Technologies product), refund to Licensee the license fees paid by Licensee for the non-conforming Software; or (iii) if the Software was obtained as a result of conversion from a previously purchased Meta Technologies product, require de-installation of the Software by Licensee and reversion to the prior Meta Technologies product.

- 8.2.** If Meta Technologies elects to refund the applicable license fee paid for the non-conforming Software pursuant to Section 8.1(ii), then: (i) Licensee shall promptly return or demonstrate to Meta Technologies' reasonable satisfaction that it has destroyed the non-conforming Software and any other related materials provided by Meta Technologies; and (ii) the licenses for such non-conforming Software will automatically terminate.
- 8.3.** Meta Technologies will have no liability for any warranty claim, or any obligation to correct any defect or problem with the Software, to the extent that it arises out of: (i) any use of the Software not in accordance with the Documentation; (ii) any unauthorized modification or alteration of the Software; (iii) any use of the Software in combination with any third-party software or hardware not specified in the Documentation; or (iv) any Evaluation Version or other Software provided on a no charge or evaluation basis.
- 8.4.** Meta Technologies warrants that Professional Services will be performed using reasonable care and skill consistent with generally accepted industry standards. For any claimed breach of this warranty, Licensee must notify Meta Technologies of the warranty claim within ten (10) business days of Licensee's receipt of the applicable Consulting Services. Licensee's exclusive remedy and Meta Technologies' sole liability with regard to any breach of this warranty will be, at Meta Technologies' option and expense, to either: (i) re-perform the non-conforming Professional Services; or (ii) refund to Licensee the fees paid for the non-conforming Professional Services. Licensee shall provide reasonable assistance to Meta Technologies in support of its efforts to furnish a remedy for any breach of this warranty.
- 8.5.** Disclaimer of Warranties. THIS SECTION 8 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, META TECHNOLOGIES MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF META TECHNOLOGIES HAS BEEN INFORMED OF SUCH PURPOSE). META TECHNOLOGIES DOES NOT WARRANT THAT THE SOFTWARE WILL BE ENTIRELY FREE FROM DEFECTS OR OPERATE UNINTERRUPTED OR ERROR FREE.
- 9. Fees**
- 9.1.** Licensee shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Order Form. All payments shall be made in the currency noted on the applicable Order Form within thirty (30) days of the date of the applicable electronic invoice. Except as expressly set forth herein, all fees are non-refundable once paid. With respect to products or services provided directly by Meta Technologies: (i) fees for Professional Services are exclusive of travel costs and other expenses; (ii) fees are not subject to any right of offset or suspension and all payments thereof shall be non-refundable and non-creditable, except as otherwise expressly provided in this Agreement; (iii) fees do not include sales, use, withholding, value-added or other taxes or duties, and Licensee shall directly pay any such taxes or duties assessed against it; and (iv) unless Licensee provides Meta Technologies in a timely manner with a valid certificate of exemption or other evidence that items are not taxable, Meta Technologies will invoice Licensee, and Licensee agrees to pay all applicable taxes, public fees, duties, deductions or withholdings for which Meta Technologies is required to pay or account, exclusive of any tax on Meta Technologies' income.
- 10. Term and Termination**
- 10.1.** Term. This Agreement shall become effective as of the date the Parties execute an Order Form or as of the date the Software is initially made available for download by Licensee (whichever is earlier) and shall remain in effect until terminated (i) as set forth in Section 10.3 below, or (ii) automatically upon expiration of all rights to use any Software pursuant to one or more Order Forms, or (iii) if Licensee downloaded an Evaluation Version of the Software and did not subsequently license a non-Evaluation Version of the Software, automatically at such time as the Evaluation Period. Unless otherwise specified in a Statement of Work, either Party may terminate any Professional Services for convenience upon thirty (30) days' prior written notice to the other Party.
- 10.2.** Subscriptions shall automatically renew for successive additional periods equal to the initial subscription period unless either Party provides prior written notice of non-renewal to the other Party at least forty-five (45) days prior to the end of the then-current subscription period. Subscriptions may not be cancelled in whole or in part during any subscription period. Upon renewal, subscription fees are subject to increase based on prevailing rates at the time of renewal. If the subscription is not renewed, Licensee's right to access and use Software shall cease at the end of the then-current subscription period, unless earlier terminated.
- 10.3.** Termination for Breach or Insolvency. Either Party may terminate this Agreement or any applicable Order Form, individual Software licenses, subscriptions or Statements of Work (without resort to court or other legal action) if the other Party: (i) fails to cure a material breach within thirty (30) days (ten (10) days in the case of non-payment

by Licensee) after written notice of such breach, provided that Meta Technologies may terminate this Agreement immediately upon any breach of Section 3; (ii) terminates or suspends its business without a successor; (iii) becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority; or (iv) becomes subject to any bankruptcy or insolvency proceeding.

- 10.4.** Effect of Termination. Upon termination of this Agreement or any Software license, Licensee shall: (i) immediately cease using the applicable Software, the Software API and Documentation; and (ii) certify to Meta Technologies within thirty (30) days after expiration or termination that Licensee has destroyed or has returned to Meta Technologies all copies of the applicable Software, any associated license keys, the Documentation and all other Meta Technologies Confidential Information in its possession. Termination of this Agreement or any Software licenses shall not prevent either Party from pursuing all available legal remedies, nor shall such termination relieve Licensee's obligation to pay all fees that are owed as of the effective date of termination. All provisions of this Agreement relating to Meta Technologies' ownership of the Software, limitations of liability, disclaimers of warranties, confidentiality (for the time periods specified in this Agreement), waiver, audit and governing law and jurisdiction, will survive the termination of this Agreement.
- 10.5.** Survival. Sections 3 (License Restrictions), 5 (Ownership), 8.5 (Disclaimer of Warranties), 9 (Fees), 10 (Term and Termination), 11 (Limitation of Liability), 13 (Confidentiality), 14 (Dispute Resolution), 15 (Government End Users), 16 (Force Majeure), and 17 (General Provisions), shall survive any termination or expiration of this EULA.

11. Limitation of Liability

- 11.1.** Waiver of Consequential Damages. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER META TECHNOLOGIES NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 11.2.** Meta Technologies Liability Cap. BUT FOR META TECHNOLOGIES' BREACH OF SECTION 13 (CONFIDENTIALITY), TO THE FULLEST EXTENT ALLOWED BY LAW, META TECHNOLOGIES AND ITS THIRD-PARTY SUPPLIERS' ENTIRE LIABILITY UNDER THIS EULA SHALL NOT EXCEED THE LESSER OF (I) FEES ACTUALLY PAID OR OWED BY LICENSEE TO META TECHNOLOGIES UNDER THIS AGREEMENT DURING THE TWELVE PRECEDING THE CLAIM, OR (II) USD\$250,000. IN THE CASE WHERE NO AMOUNT WAS PAID FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM, META TECHNOLOGIES AND ITS THIRD-PARTY SUPPLIERS' ENTIRE LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED USD\$100.
- 11.3.** Licensee Liability Cap. TO THE FULLEST EXTENT ALLOWED BY LAW, EXCEPT FOR: (A) ANY BREACH OF ITS OBLIGATIONS TO COMPLY WITH SECTIONS 13 (CONFIDENTIALITY), SECTION 3 (LICENSE RESTRICTIONS), OR SECTION 17.9 (COMPLIANCE WITH LAWS); (B) ITS INDEMNIFICATION OBLIGATIONS HEREUNDER; (C) THE LICENSEE'S VIOLATION OR INFRINGEMENT OF META TECHNOLOGIES' IP RIGHTS RELATING TO THE SOFTWARE; OR (D) DEATH OR PERSONAL INJURY CAUSED BY THE LICENSEE'S OR ITS AGENT'S NEGLIGENCE; OR (E) FRAUD OR FRAUDULENT MISREPRESENTATION, THE LICENSEE'S MAXIMUM, CUMULATIVE LIABILITY FOR ANY CLAIMS, LOSSES, COSTS (INCLUDING ATTORNEY'S FEES) AND OTHER DAMAGES ARISING UNDER OR IN RELATION TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE) SHALL IN NO EVENT EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID AND THEN PAYABLE BY THE PARTNER UNDER THIS AGREEMENT or (II) USD 250,000.

12. IP Infringement Indemnification

- 12.1.** Indemnification. Meta Technologies shall indemnify, defend and hold harmless Licensee and its Affiliates against any IP Claims, provided that Licensee (i) promptly notifies Meta Technologies in writing of such IP Claim; (ii) allows Meta Technologies to have control of the defense and any related settlement negotiations; and (iii) provides Meta Technologies with such information, authority and assistance necessary for the defense or settlement of the IP Claim.
- 12.2.** Exceptions. Meta Technologies will not be liable for any IP Claim arising from or based upon: (i) any unauthorized use, reproduction or distribution of the Software; (ii) any modification or alteration of the Software without the prior written approval of Meta Technologies; (iii) use of the Software in combination with any other software or hardware not provided by Meta Technologies; (iv) use of a prior version of the Software, if use of a newer version of the Software would have avoided such claim and such newer version is made available without charge; or (v) any Third Party Materials provided with the Software.

- 12.3.** Remedies. If the Software becomes, or, in Meta Technologies' opinion, is likely to become, the subject of an IP Claim, Meta Technologies may, at its option and expense, either: (i) obtain the right for Licensee to continue using the Software in accordance with this Agreement; (ii) replace or modify the Software so that it becomes non-infringing while retaining substantially similar functionality; or (iii) if neither of the foregoing remedies can be reasonably effected by Meta Technologies, terminate the license(s) for the subject Software (without need for a ruling by a court or arbitrator) and refund to Licensee a pro rata portion of the license fees received by Meta Technologies with respect thereto, amortized over three (3) years on a straight-line basis, provided that such Software is returned to Meta Technologies promptly after the effective date of any such termination.
- 12.4.** SOLE AND EXCLUSIVE REMEDY. THIS SECTION 12 STATES META TECHNOLOGIES' SOLE AND ENTIRE OBLIGATION AND LIABILITY, AND LICENSEE'S AND ITS AFFILIATES' SOLE AND EXCLUSIVE RIGHT AND REMEDY, FOR INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS.
- 13.** **Confidentiality.** Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains (as "Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Meta Technologies software product and any performance information relating to the Software shall be deemed Confidential Information of Meta Technologies without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.
- 14.** **Dispute Resolution**
- 14.1.** Informal Resolution. In the event of any controversy or claim arising out of or relating to this Agreement, the Parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both Parties. If the Parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under this Agreement pursuant to Section 14.2 (Governing Law; Jurisdiction). All negotiations pursuant to this Section 14.1 will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.
- 14.2.** Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the applicable laws of the State of California, USA, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding arising out of or related to this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in San Francisco, California, USA, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in San Francisco, California, USA, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. In any action or proceeding to enforce a party's rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.
- 14.3.** Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 14.1 (Informal Resolution) and Section 14.2 (Governing Law; Jurisdiction), nothing in this Agreement will prevent Meta Technologies from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.
- 14.4.** Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.
- 15.** **Government end users.** The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction,

release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software were developed fully at private expense. All other use is prohibited.

16. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

17. **General Provisions**

- 17.1. **Definitions.** Unless defined elsewhere in this Agreement, the capitalized terms utilized in this Agreement are defined below.

17.1.1. **"Affiliate"** means, with respect to a Party, any entity which controls, is controlled by, or is under common control with such Party, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity, but only for so long as such control exists.

17.1.2. **"Agreement"** means the EULA and any Order Form(s) and Statement(s) of Work between Meta Technologies and Licensee that reference it.

17.1.3. **"Authorized User"** means an employee or independent contractor of either Licensee or an Affiliate of Licensee who has been authorized by Licensee to use the Software in accordance with the terms and conditions of this Agreement.

17.1.4. **"Professional Services"** means any mutually agreed upon consulting services performed by Meta Technologies under the terms of this Agreement and any applicable Statement(s) of Work.

17.1.5. **"Delivery Date"** means the date on which both the Software specified in the relevant Order Form and the license key(s) for such Software are initially made available (via download or otherwise) to Licensee.

17.1.6. **"Documentation"** means the then-current user documentation for the Software, including the License Metrics document available at Meta Technologies' product website, <https://connectreport.com>, as the same may be provided by, and modified from time to time in the sole discretion of, Meta Technologies. License Metrics documents are only subject to change in relation to a new Software release. Documentation is available upon the request of Licensee at any time or upon Software download or service completion. LICENSEE AGREES TO BE, AND IS HEREBY BOUND BY, THE TERMS OF SUCH DOCUMENTATION AS IF SUCH DOCUMENTATION WAS ATTACHED TO AND MADE A PART OF THIS AGREEMENT.

17.1.7. **"IP Claim"** means a claim by a third party against Licensee or its Affiliates that the Software, as delivered by Meta Technologies, infringes a third party copyright or trademark, infringes a patent issued by the United States, Canada, Australia, Japan, Switzerland, Singapore, Hong Kong, India, or any member country of the European Economic Area, or misappropriates a third party trade secret.

17.1.8. **"Party" or "Parties"** means Meta Technologies and Licensee, individually and collectively as the case may be.

17.1.9. **"Order Form"** means a written document generated by Meta Technologies (or otherwise acceptable to the Parties) that incorporates by reference the terms and conditions of this EULA, is executed by the Parties and pursuant to which Licensee orders Software licenses, maintenance and support, education and/or Professional Services. Where the Software licenses are procured through one of Meta Technologies' authorized resellers, an Order Form shall also mean the ordering documentation for the Software existing between such authorized reseller and Meta Technologies.

17.1.10. **"Software"** means Meta Technologies' commercially available software products, initially provided or made available to Licensee as well as updates thereto that Meta Technologies elects to make available at no additional charge to all of its customers that subscribe to Maintenance for the Software. Unless otherwise indicated, the Software, Software API and Documentation are referred to collectively herein as "Software."

17.1.11. **"Statement of Work"** means a document agreed to by the Parties that describes Consulting Services to be performed by Meta Technologies pursuant to this Agreement.

- 17.2.** Notices and Reports. Any notice or report hereunder shall be in writing or in electronic format. If to Meta Technologies by mail, such notice or report shall be sent to Meta Technologies at 118 Rancocas Blvd. Mount Laurel, NJ 08054 to the attention of "Legal Department". If to Meta Technologies by email, such notice or report shall be sent to: legal@connectreport.com. If to Licensee, such notice or report shall be sent to the mailing or email address Licensee provided upon placing order. Notices and reports sent by mail shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service. Any notices and reports sent by email shall be effective upon receipt of the same.
- 17.3.** Audit Rights. Upon Meta Technologies' written request, Licensee shall certify in a signed writing that Licensee's use of the Software is in full compliance with the terms of this Agreement. With reasonable prior notice, Meta Technologies may audit Licensee's use of the Software and compliance with this Agreement, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that Licensee has installed, accessed or permitted access to or use of the Software in a manner that is not permitted under this Agreement, then Meta Technologies may terminate this Agreement pursuant to Section 10 and Licensee is liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Meta Technologies may be entitled to under this Agreement and applicable law.
- 17.4.** Third Party Materials. Software may include certain open source or other third party software, data, or other materials (the "Third Party Materials") that are separately licensed by their respective owners. Third Party Materials are identified in the Documentation. Meta Technologies represents that if the Software are used in accordance with this Agreement, such use shall not violate any license terms for the Third Party Materials. META TECHNOLOGIES MAKES NO OTHER REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING THE THIRD PARTY MATERIALS, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO LICENSEE'S USE THEREOF.
- 17.5.** Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Meta Technologies may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Meta Technologies' assets or voting securities. Licensee may not assign or transfer this Agreement, in whole or in part, without Meta Technologies' written consent except that Licensee may assign Licensee rights and obligations under this Agreement, in whole but not in part, without Meta Technologies' written consent in connection with any merger, consolidation, sale of all or substantially all of Licensee's assets, or any other similar transaction provided that: (a) the assignee is not a direct competitor of Meta Technologies; (b) Licensee provides prompt written notice of such assignment to Meta Technologies; (c) the assignee is capable of fully performing Licensee's obligations under this Agreement; and (d) the assignee agrees to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign this Agreement without such written consent will be null and void.
- 17.6.** Independent Contractors. The Parties are independent contractors. Nothing in this Agreement will be construed to create an agency, joint venture, partnership, fiduciary relationship, joint venture or similar relationship between the Parties.
- 17.7.** Third-party Beneficiaries. Except as otherwise mandated by applicable law, no other person or entity will be considered a third party beneficiary of this Agreement or otherwise entitled to receive or enforce any rights or remedies in relation to this Agreement.
- 17.8.** Information Practices. In order to verify the identity and contact information of Licensee and/or to support Licensee and improve the customer experience with the Software, Meta Technologies may collect and use certain information relating to the use of the Software. This information may include size and number of databases and document objects, session information (e.g., number, duration, error messages, types/number of users and applications used) and browser configurations. Licensee consents to allow Meta Technologies to contact the Licensee regarding its products and services for the term of this EULA.
- 17.9.** Compliance with Laws. Licensee agrees at all times to comply with all applicable laws and regulations in its performance of this Agreement, which may include, without limitation, U.S. and E.U. export control laws and regulations, and regulations declared by the U.S. Department of the Treasury Office of Foreign Assets Control, the Council of the E.U. and their counterparts under applicable law. Licensee will indemnify, defend and hold harmless Meta Technologies and its respective officers, agents and employees from and against any and all losses, costs, claims, penalties, fines, suits, judgments and other liabilities (including applicable attorney's fees) arising out of, relating to or resulting from Licensee's failure to comply with this Section 17.9.
- 17.10.** Entire agreement; Severability; Language. This Agreement is the complete statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications pertaining to the subject matter of this Agreement. If any provision of this Agreement is found by a court of

competent jurisdiction to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in force and effect. The English language version of this Agreement shall be the governing version used when interpreting or construing this Agreement.

- 17.11.** Waivers. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form, including any electronic invoicing portals, vendor registration processes, or forms related to individuals being on Licensee's premises for Professional Services, employed by Licensee will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
- 17.12.** Publicity. Licensee agrees that Meta Technologies may disclose Licensee as a customer of Meta Technologies and use Licensee's name and logo on Meta Technologies' web site and in Meta Technologies' promotional materials.
- 17.13.** Authorized Partner. If Licensee received the Software under an agreement ("Partner Agreement") with an authorized ConnectReport reseller or partner ("Authorized Partner") then, notwithstanding anything to the contrary in this Agreement: (a) Licensee's use of the Software is subject to any additional terms in the Partner Agreement, including any limitations on use of the Software in conjunction with third-party applications; and (b) Licensee agrees to pay the Authorized Partner the fees agreed in the Partner Agreement and have no direct payment obligations to Meta Technologies for that purchase under Section 9 above. If Licensee's warranty and support terms stated in Licensee's Partner Agreement are different than what is stated in Section 6 or 8 herein, then Meta Technologies has no warranty or support obligations to Licensee under this Agreement (although the disclaimers of warranties in Section 8.5 still apply to Licensee). If Licensee's warranty and support terms passed on in Licensee's Partner Agreement are as stated herein, then Section 6 and 8 shall apply to Licensee as written. Notwithstanding anything in this Agreement to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this EULA and (ii) the Partner Agreement is between Licensee and the Authorized Partner and is not binding on Meta Technologies. Meta Technologies may terminate this Agreement (including Licensee's right to use the Software) in the event Meta Technologies fails to receive payment for Licensee's use of the Software from the Authorized Partner or if Licensee breaches any term of this Agreement.