

This Customer's Canvas License Agreement (the "**Agreement**") is a legal agreement between the individual person installing or using the Customer's Canvas Product on his or her own behalf or, if the Customer's Canvas Product is being downloaded or installed on behalf of an organization, such as an employer, the organization for which the Customer's Canvas Product is downloaded or installed (the "**Licensee**") and Aurigma Inc. ("**Licensor**" and collectively with Licensee, the "**Parties**" and each, a "**Party**"). Licensee is subject to the terms and conditions of this Agreement whether Licensee accesses or obtains the Customer's Canvas Product directly from the Website, or otherwise.

THIS DOCUMENT, UNTIL CONFIRMED BY LICENSOR, CONSTITUTES AN OFFER BY LICENSEE, AND LICENSEE, BY EXECUTING THIS DOCUMENT AGREES TO THE TERMS SET FORTH HEREIN, PROVIDED THAT LICENSEE HEREBY EXPRESSLY AGREES THAT THIS AGREEMENT ONLY BECOMES EFFECTIVE UPON LICENSOR'S FINAL ACCEPTANCE, APPROVAL AND EXECUTION THEREOF.

IF EXECUTED ELECTRONICALLY, LICENSEE WILL HAVE THE OPPORTUNITY TO ACCEPT THIS OFFER OF AGREEMENT THROUGH A CLICK-THROUGH PROCEDURE. IF LICENSEE DOES NOT WISH TO ACCEPT THE TERMS OF THIS AGREEMENT AND/OR TO DECLINE THIS AGREEMENT, LICENSEE SHALL NOT USE, INSTALL, OR OPERATE THE CUSTOMER'S CANVAS PRODUCT. IF LICENSEE CHOOSES TO ACCEPT THE TERMS OF THIS AGREEMENT, LICENSEE MAY DO SO BY CLICKING THE "I AGREE TO TERMS OF THIS AGREEMENT" BUTTON AS A SYMBOL OF LICENSEE'S SIGNATURE AND BY CLICKING ON THE "I AGREE TO TERMS OF THIS AGREEMENT" BUTTON, LICENSEE CONSENTS TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT AND AGREES THAT THIS AGREEMENT IS ENFORCEABLE AGAINST LICENSEE PURSUANT TO ITS TERMS TO THE SAME EXTENT AS ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN LICENSEE SHOULD NOT SIGN THE AGREEMENT AND LICENSEE WILL NOT BE ALLOWED TO USE, INSTALL, OR OPERATE THE CUSTOMER'S CANVAS PRODUCT.

LICENSOR MAY, IN ADDITION TO ELECTRONIC OR PHYSICAL EXECUTION OF THIS AGREEMENT, APPROVE THIS DOCUMENT AND THE LICENSEE AS PARTY HERETO BY SENDING A LICENSE KEY TO LICENSEE. LICENSOR RESERVES THE RIGHT TO TURN DOWN ANY OFFERS BY ANY LICENSEE IN ITS ABSOLUTE DISCRETION, AND IN CASE OF SUCH REFUSAL, IF LICENSEE MADE ANY PAYMENTS PRIOR TO LICENSOR'S ACCEPTANCE THEREOF, SUCH PAYMENTS WILL BE REFUNDED TO LICENSEE. FOR AVOIDANCE OF DOUBT, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LICENSOR RESERVES THE RIGHT TO REFUSE ACCEPTING THIS AGREEMENT AND NOT TO PROVIDE LICENSEE WITH THE RIGHT TO USE, INSTALL, OR OPERATE THE LICENSOR CUSTOMER'S CANVAS PRODUCT AS CONTEMPLATED HEREUNDER FOR ANY REASON WHATSOEVER OR NO REASON AT ALL.

1. Definitions. Each of the expressions indicated below will have, in this Agreement, the

meaning assigned to it, namely:

1.1. **“Affiliate”** shall mean, with respect to a given Person, any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, the given Person; “control” (including, with its correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

1.2. **“Client Device”** shall mean a server with no more than twenty (20) CPU cores.

1.3. **“Confidential Information”** shall mean any information, the terms of this Agreement, Licensor’s pricing information, the Customer’s Canvas Product, document or other material of any nature relating to or concerning Licensor or Licensee and/or their Affiliates, that is provided or made available to receiving Party either before or after the Effective Date, directly or indirectly in any form whatsoever, including in writing, orally, and machine readable, and including, but not be limited to, any correspondence, memoranda, notes, e-mails, formulas, samples, equipment, compilations, blueprints, business information, technical information, know-how, information regarding patents, patent applications, software, computer object code or source code, algorithms, high-level structures, graphic user interfaces, ongoing research and development, business plans, business or marketing strategies or plans, Customer’s Canvas Product or Customer’s Canvas Product development strategies or plans, information concerning current and future Customer’s Canvas Product and services, customers, suppliers and markets, price lists and pricing information, financial statements and forecasts, computerized or other magnetically filed data, methods and techniques, manufacturing processes, developments, inventions, designs, drawings, engineering specifications, hardware configuration information, trade secrets, financial information of Licensor or Licensee and/or their Affiliates and any other business records and information, including without limitation the information about this Agreement, the use or disclosure of which might reasonably be construed to be contrary to the interests of disclosing Party, including information of third parties subject to confidentiality obligations and which one Party may share with the other Party, provided, however, that Confidential Information shall not include information which: (i) is already in the possession of receiving Party before receipt from disclosing Party; (ii) is or becomes rightfully in the public domain without fault of disclosing Party; (iii) is received by receiving Party from a third party who or which is not under any obligation of confidentiality or restriction on use or disclosure concerning such information, or (iv) is disclosed under operation of law to the public or to a third party without a duty of confidentiality. If a Party asserts one of the four exceptions to Confidential Information above, then such Party shall prove such assertion by proper forms of documentary evidence.

1.4. **“Documentation”** shall mean user manuals, training materials, Customer’s Canvas Product descriptions and specifications, technical manuals, supporting materials, maintenance know how, text and graphic elements of all user interfaces and any modifications or upgrades of the foregoing, developed for use in connection with the Customer’s Canvas Product,

provided or made available by Licensor from time to time.

1.5. **“Effective Date”** shall mean the date Licensor approves Licensee’s offer of agreement and licenses the Customer’s Canvas Product hereunder to Licensee.

1.6. **“Intellectual Property Rights”** shall mean all forms of intellectual property rights and protections that may be obtained for, or may pertain to Customer’s Canvas Product, Confidential Information, and Licensor Marks and may include, without limitation: (a) All right, title and interest in and to all patents and all filed, pending, or potential applications for patents, including any reissue, reexamination, division, continuation or continuation-in-part applications throughout the world now or hereafter filed (b) All right, title and interest in and to all trade secrets and all trade secret rights and equivalent rights arising under the common law, state law, federal law of the United States of America, and laws of foreign countries; (c) All right, title and interest in and to all mask works, copyrights, other literary property or author’s rights, including source code, whether or not protected by copyright or as a mask work, under common law, state law, federal law of the United States of America, and laws of foreign countries; and (d) All right, title and interest in and to all proprietary indicia and designations of origin, trademarks, trade names, trade dress, service marks, service names, symbols, logos and/or brand names under common law, state law, federal law of the United States of America, and laws of foreign countries.

1.7. **“License Key”** shall mean a file or a unique sequence of digit and/or symbols provided to Licensee by the Licensor confirming the purchase of a license from the Licensor, which may carry the information about the license and software functionality restrictions, (i.e. license type, the username and the number of licenses purchased, and enabling the particular functionality of the Customer’s Canvas Product in accordance with the specific license(s) granted under this Agreement).

1.8. **“Licensor Marks”** shall mean all proprietary indicia and designations of origin, trademarks, trade names, trade dress, service marks, service names, symbols, logos and other distinct brand elements that appear from time to time in properties, Customer’s Canvas Product, ventures and services of Licensor or any of its Affiliates, together with any modifications to the foregoing made by such parties during the Term of this Agreement.

1.9. **“Operate”** shall mean accessing, downloading, storing, loading, installing, executing, displaying, and copying the Documentation and Customer’s Canvas Product into the memory of a computer and/or server, or otherwise benefiting from using the functionality of the Customer’s Canvas Product in accordance with the Documentation.

1.10. **“Person”** means any individual, partnership, limited liability licensee, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.

1.11. “*Standard Instance*” shall mean no more than twenty (20) vCores in a Cloud Environment.

1.12. “*Technical Support*” shall mean standard helpdesk ticket support available on the Website. For the avoidance of doubt, Technical Support shall not mean any form of phone support.

1.13. “*Updates*” shall mean new versions of the Customer’s Canvas Product provided by Licensor and to be implemented by Licensee.

1.14. “*Website*” shall mean <https://customerscanvas.com/> and related websites operated by Aurigma.

2. Ownership Rights

2.1. Intellectual Property Rights. Licensee agrees that all right, title, and interest in and to Customer’s Canvas Product, including Updates, modifications, developments, improvements, enhancements, and all Intellectual Property Rights are, and always shall remain, the sole and exclusive property of Licensor. Except as otherwise specifically provided in this Agreement, Licensee does not acquire any right to use, disclose, copy, reproduce, publish, or distribute the Customer’s Canvas Product or Licensor Marks and the order of, delivery to, or payment for Customer’s Canvas Product does not convey any other license, expressly or by implication, under any Intellectual Property Rights owned by Licensor, including without limitation, the right to produce, modify or enhance any Customer’s Canvas Product Licensee hereby acknowledges and agrees that Aurigma Inc. is the sole owner of the trademark “Aurigma®” and that Licensee shall not interfere with Aurigma Inc.’s rights in the trademark, including challenging its use, registration of, or application to register such trademark, alone or in combination with other words, anywhere in the world, and that Licensee will not harm, misuse, or bring into disrepute any Aurigma Inc.’s trademark. The goodwill derived from using any part of Aurigma Inc.’s trademark exclusively inures to the benefit of and belongs to Aurigma Inc. Except for the limited right to use Aurigma’s trademarks in connection with the Use of the Customer’s Canvas Product as customary pursuant to the industry standards, no other rights of any kind are granted hereunder, by implication or otherwise with regard to such trademarks. Any additional third-party trademarks, which are not licensed hereunder and not under Aurigma Inc.’s control, are subject to applicable third-party terms and conditions. Notwithstanding any provision to the contrary herein, nothing in this Agreement shall be construed as to grant Licensee any rights or licenses with regard to such third-party trademarks or to entitle Licensee to use such third party trademarks.

2.2. Trade Secrets. Licensee acknowledges that the source code for the Customer’s Canvas Product is proprietary to the Licensor or its suppliers and/or licensors and constitutes trade secrets of the Licensor or its suppliers and/or licensors. Except as otherwise specifically provided herein, Licensee agrees not to disassemble, decompile or “unlock”, decode or otherwise reverse-translate or reverse-engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Customer’s Canvas Product or any part thereof provided solely in

object code form, *provided that* Licensee may change, add or delete permitted files of the licensed copy of the Customer's Canvas Product and adapt or modify the associated source code solely for purposes of Operating a licensed copy of the Customer's Canvas Product and as expressly permitted pursuant to the type of the license purchased hereunder provided that Licensee may not, in any event, remove or alter any copyright notices or other proprietary notices on any copies of the Customer's Canvas Product, whether so modified or not, and further provided that any such change, addition, deletion, adaptation or modification voids any express warranty provided herein and terminates any right to support services.

2.3. Customization. Licensor, solely at its own discretion, upon Licensee's written request and payment of applicable fees, may create a customized version of the Customer's Canvas Product ("*Customized Customer's Canvas Product*") in accordance with the specifications provided by Licensee and agreed to by the Licensor in writing pursuant to a separate agreement. Notwithstanding anything contrary herein and for avoidance of doubt, Licensee hereby expressly agrees, that all right, title and interest to any Customized Customer's Canvas Product and its derivative materials developed by the Licensor, including without limitations, a revision, modification, translation, abridgement, condensation, expansion, or any other form in which the Customer's Canvas Product may be recast, transformed, or adapted shall (i) solely belong to and be owned by the Licensor, and (ii) if applicable, vest in the Licensor immediately and irrevocably upon their creation and the Licensor shall have and enjoy any and all proprietary rights in and to any such materials and the Customized Customer's Canvas Product under all federal, state, and international intellectual property laws (including, without limitation, the Copyright Act of 1976, as amended) and laws of any other applicable jurisdiction.

2.4. Publicity. Licensee grants Licensor the right to refer to Licensee as a client or customer, and to otherwise advertise the relationship between the Parties in Licensor's promotional marketing materials.

3. Licenses Generally

3.1. Licensing. The Customer's Canvas Product can be licensed under a Commercial License or a Non-Commercial License from the Website, as further detailed in Sections 4 and 5 of this Agreement and on the Website. All licenses granted under this Agreement are Personal, worldwide, limited, non-assignable, non-exclusive, and non-transferable licenses to Operate the Customer's Canvas Product in a single tenant environment only, pursuant to this Agreement, subject to any restrictions imposed by the applicable License Key, the terms and conditions listed on the Website at time of purchase, and all other applicable documentation, including, without limitation the Privacy Policy located at <https://customerscanvas.com/privacy-policy>, which is incorporated herein by reference.

3.2. Permitted Use. If Licensee uses different versions of the Customer's Canvas Product or different language editions of the Customer's Canvas Product, if Licensee receives the Customer's Canvas Product on multiple media, if Licensee otherwise receive multiple copies of

the Customer's Canvas Product, or if Licensee received the Customer's Canvas Product bundled with other software, the total permitted number of Licensee's Client Devices or Standard Instances on which all versions of the Customer's Canvas Product are installed shall correspond to the number of licenses Licensee has obtained from the Licensor provided that unless the licensing terms and/or the License Key provides otherwise, each purchased license entitles Licensee to install and Use the Customer's Canvas Product on one (1) Client Device or one (1) Standard Instance. Licensee may not rent, bundle with other Customer's Canvas Products or materials, lease, sublicense, lend or transfer any versions or copies of the Customer's Canvas Product regardless of whether Licensee uses the Customer's Canvas Product or not without Licensor's written consent.

3.3. No Serverless Environment. Licensee expressly acknowledges that nothing in this Agreement permits Licensee to use or Operate the Customer's Canvas Product in a serverless environment or with serverless architecture and that such use or Operation are explicitly prohibited. Violation of this Section 3.3 shall be considered a material breach of this Agreement.

3.4. Attribution Notices. Licensee may Operate the Customer's Canvas Product, pursuant to the terms and conditions hereto, provided that all the Customer's Canvas Product shall (i) retain all electronic prominent copyright notices referring to Licensor as originally placed by Licensor (e.g. "Copyright © 2021 Aurigma, Inc. all rights reserved"), and (ii) Licensee shall not mask, frame, overlay, impair or otherwise materially alter, affect or impair such notices.

3.5. No Bundling. Nothing contained in this Agreement allows Licensee to bundle, merge or otherwise combine the Customer's Canvas Product or any portion thereof with Licensee's own application or application of any third party for any reason whatsoever. Licensee may bundle, merge or otherwise combine the Customer's Canvas Product with Licensee's own application or application of any third party for which Licensee legally obtained a license from such third party upon Licensor's written consent, which can be withheld at Licensor's sole discretion, and entering into a separate OEM agreement provided to Licensee by Licensor.

3.6. Additional Protection Measures and Statistical Information. To the extent permitted under applicable law, solely for the purpose of preventing unlicensed use of the Canvas Product, the Customer's Canvas Product may install on Licensee's computer(s) and/or device(s) technological measures that are designed to prevent unlicensed use, and Licensor may use this technology to confirm that Licensee has a licensed copy of the Customer's Canvas Product. The Customer's Canvas Product may also collect statistical information about usage scenarios, including information about used file types, file sizes, amounts of processed data, etc. The update of these technological measures may occur through the installation of Updates.

3.7. Third Party Software. In order to Operate the Customer's Canvas Product Licensee may require additional third party software which is not licensed hereunder and not under Licensor's control. Notwithstanding any provision to the contrary herein, nothing in this Agreement shall be construed as to grant Licensee any rights or licenses with regard to such third-party software or to entitle Licensee to use such software.

3.8. Updates. Updates to the Customer's Canvas Product, when and as the Licensor publishes them, are available through the Website. Notwithstanding any provision to the contrary herein, except as specifically provided in this Agreement, nothing in this Agreement shall be construed as to grant Licensee any rights or licenses with regard to the Updates of the Customer's Canvas Product or to entitle Licensee to any Updates. This Agreement does not obligate the Licensor to provide any Updates. Licensee may continue to use the previous version of the Customer's Canvas Product after Licensee receives the Update in order to facilitate the transition to the Update, provided that the Update and the previous version are installed on the same Client Device or Cloud Instance. Notwithstanding anything to the contrary herein, Licensee hereby acknowledges and agrees that any obligation that Licensor may have with regard to supporting the previous version of the Customer's Canvas Product shall end upon availability of the Update (i.e. in lieu of Licensor resolving issues with regard to the previous version, Licensee may be asked to install an Update).

4. Commercial Licenses.

4.1. Commercial Licenses Generally. The licenses, listed in this Section 4 (collectively, "**Commercial Licenses**") are intended for commercial use. Licensee may purchase one or more copies of the Commercial Licenses through the Website. Different server environments (such as Developer/QA, Customer's Canvas Production, Failover) may have different license requirements. The Commercial licenses may be subject to additional terms presented on the Website at time of purchase.

4.2. Configuration. For each Commercial License purchased by Licensee, Licensor shall provide four (4) hours of support to Licensee to configure that Commercial License.

4.3. Customer's Canvas Production Environment. If the Customer's Canvas Product is licensed under any of Commercial Licenses, Licensee may Operate one (1) copy of the Customer's Canvas Product on one (1) Client Device, *provided that* if Licensee have purchased more than a single Commercial License to Operate a single (1) copy of the Customer's Canvas Product on two (2) or more Client Devices, then the number of the Licenses shall be determined by the number of Client Devices that can be Operated with one (1) copy of the Customer's Canvas Product.

4.4. Cloud Environment Usage. If instead of separate servers, Licensee uses cloud hosting services like Amazon EC2, Windows Azure or similar ("**Cloud Environment**"), and Licensee has licensed the Customer's Canvas Product under any of the Commercial Licenses, Licensee may Operate one (1) copy of the Customer's Canvas Product on one (1) Standard Instance of a Cloud Environment, *provided that* if Licensee purchased more than a single Cloud License to Operate a single (1) copy of the Customer's Canvas Product on two (2) or more Standard Instances of a Cloud Environment, or a higher performance instance, then the number of the licenses shall be determined by the number of Standard Instances or its equivalent that can be Operated with one (1) copy of the Customer's Canvas Product. For example, if Licensee uses the

Customer's Canvas Product with a high-performance instance that is an equivalent of four (4) Standard Instances, Licensee needs to obtain four (4) licenses. If no Standard Instances are defined for Licensee's Cloud Environment, or if Licensee uses a large number of Standard Instances only during peak loads, Licensee should contact Licensor prior to purchase to determine the necessary number of Licenses.

4.5. Single Site License. If the Customer's Canvas Product is licensed under a single site Commercial License, Licensee is allowed to Operate the Customer's Canvas Product on a single Client Device or Cloud Instance with a single website, identified by a fully-qualified domain name or IP address. If a user may access a website using multiple domain names, the number of sites is determined under Licensor's sole discretion. All such websites and domains must be owned by Licensee. For the avoidance of doubt, the Customer's Canvas Product shall not be Operated by Licensee with websites and domains owned by Licensee's Affiliates.

4.6. Multiple Site License. If the Customer's Canvas Product is licensed under a multiple site Commercial License, Licensee is allowed to Operate the Customer's Canvas Product on a single Client Device or Cloud Instance with any number of websites hosted on the applicable Client Device or Cloud Instance (no matter the domain names or IP addresses it has). All such websites and domains must be owned by Licensee. For the avoidance of doubt, the Customer's Canvas Product shall not be Operated by Licensee with websites and domains owned by Licensee's Affiliates.

4.7. Development/QA Environment. If the Customer's Canvas Product is licensed to Licensee under a Commercial License, Licensee may Operate the Customer's Canvas Product with up to three (3) additional Client Devices per each Standard Commercial License, and up to five (5) Client devices per each Professional Commercial license, and such Client Devices can be solely used for development, testing and quality assurance purposes and NOT for any other commercial or personal use, *provided that* the number of Client Devices on which the Customer's Canvas Product can be Operated in such a way may be extended by purchasing additional Development/QA License on the terms and at prices set forth in the current price lists and as specified in the applicable invoicing or packaging for the Customer's Canvas Product on the Website. If the Customer's Canvas Product is licensed to Licensee under the Development/QA License, Licensor will provide Licensee with Technical Support on terms and conditions of the underlying Commercial License(s) and applicable Maintenance Subscriptions purchased in conjunction with the Development/QA License.

4.8. Failover Server Usage. If the Customer's Canvas Product is licensed under any of the Commercial Licenses, and if besides a production server, Licensee also has failover servers, Licensee may receive a free license for a failover Client Device ("**Failover Server**") for each Commercial License. The Failover Server is a back-up server which is used only when the main production server is not operating because of hardware failure, networking problems, denial of service, or system maintenance and/or upgrading software or hardware. The Customer's Canvas Product on a Failover Server and the production server should not work simultaneously, except of

reasonable temporary switchover period. Violation of this Section 4.8 shall be considered a material breach of this Agreement.

5. Non-Commercial Licenses

5.1. Non-Commercial Licenses Generally. The licenses, listed in this Section 5 (collectively, “*Non-Commercial Licenses*”) are intended only for evaluation or testing purposes. Licensee shall not use Non-Commercial Licenses other than in Development/QA Environments solely for development, testing and quality assurance purposes and NOT for any other commercial or personal use.

5.2. Trial Version. If Licensee has received, downloaded and/or installed a trial version (“*Trial Version*”) of the Customer’s Canvas Product and are granted a trial license, Licensee may Use the Customer’s Canvas Product only for evaluation purposes and only during the applicable evaluation period of thirty (30) days (the “*Trial Period*”), unless otherwise indicated, from the date of the initial installation. Any use or Operation of the Customer’s Canvas Product for other purposes or beyond the Trial Period is strictly prohibited. The Licensor shall not be required to provide any support and/or Updates, for the Trial Version. During the Trial Period, the Licensor provides no warranty and assumes and bears no liability whatsoever for the Trial Version. Licensee’s Use or Operation of the Trial Version is At Licensee’s Own Risk, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TRIAL VERSION IS PROVIDED “AS IS” WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, AVAILABILITY, ACCEPTABLE QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5.3. Beta Version. If Licensee has received, downloaded and/or installed a “beta” version of the Customer’s Canvas Product (“*Beta Version*”) and is granted a testing license for the Customer’s Canvas Product, Licensee may Operate the Customer’s Canvas Product only for testing purposes, until a commercial version of the Customer’s Canvas Product becomes available. Licensee may not distribute nor sell the Beta Version, and shall refer all inquiries concerning the same to the Licensor at the following email address: sales@aurigma.com. The Licensor provides no warranty and assumes and bears no liability whatsoever for the Beta Version of the Customer’s Canvas Product. Licensee’s Use or Operation of the Beta Version is At Licensee’s Own Risk, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BETA VERSION IS PROVIDED “AS IS” WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, AVAILABILITY, ACCEPTABLE QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. Paid Modules.

6.1. Additional Modules. Licensee may purchase additional paid content and

functionalities for each individual Commercial License as further detailed on the Website (“*Modules*”).

6.2. Payment. The purchase of a Module may require immediate additional payment by Licensee. Furthermore, the purchase of a Module shall increase the price of a Maintenance Subscription as further detailed on the Website at time of purchase. If Licensee fails to maintain an active Maintenance Subscription for a particular Module, Licensee shall lose access to that Module regardless of when the Module was originally purchased.

7. Maintenance Subscription.

7.1. Maintenance Subscription. Licensee is entitled to Updates and Technical Support for a particular Commercial License and associated License Key only in the case that Licensee has an active maintenance subscription (“*Maintenance Subscription*”). For the avoidance of doubt, a Maintenance Subscription only entitles Licensee to Updates and Technical Support for the associated individual Commercial License and Modules that Licensee has purchased. Nothing in this Agreement shall entitle Licensee to Updates of any content, Modules, copies of Customer’s Canvas Product, or License Keys which Licensee has not paid for.

7.2. Grant. The purchase of a Commercial License entitles Licensee to a Maintenance Subscription with a one-year term for that specific License Key, beginning at the time of purchase. Thereafter, the maintenance subscription can be renewed pursuant to Sections 7.3 and 7.4 hereof.

7.3. Extension. Licensee may purchase extensions of the Maintenance Subscription on the Website pursuant to additional terms and conditions and at the then current price. Upon thirty (30) days’ notice prior to the expiration of a Maintenance Subscription, the Maintenance Subscription shall automatically renew and Licensee shall be charged the applicable fee to Licensee, unless Licensee objects beforehand. Licensee hereby authorizes Licensor to charge such payments to any payment methods provided by Licensee to Licensor, including but not limited to any credit or debit cards on file.

7.4. Expiration of Maintenance Subscription. If Licensee fails to extend the Maintenance Subscription prior to its expiration, Licensor, in its sole discretion, may allow Licensee to reinstate the Maintenance Contract by paying the then current extension fee, plus the following reinstatement fee:

7.4.1. 0% of the extension fee - if the Maintenance Subscription expired less than 1 (one) month prior.

7.4.2. 25% of the extension fee - if the Maintenance Subscription expired between 1 (one) and 3 (three) months prior.

7.4.3. 50% of the extension fee - if the Maintenance Subscription expired between

3 (three) and 8 (eight) months prior.

7.4.4. 75% of the extension fee - if the Maintenance Subscription expired between 8 (eight) and 12 (twelve) months prior.

7.4.5. If the Maintenance Subscription expired over 12 (twelve) months prior, Licensee may not reinstate the Maintenance Subscription and shall purchase a new Commercial License, and any applicable Modules, at the then current licensing fee.

8. Licensee Obligations.

8.1. Confidential Information. Licensee shall keep Confidential Information of Licensor in strict confidence and shall not make use of Confidential Information for any purpose other than in connection with this Agreement and to implement reasonable security measures to protect such Confidential Information, but without limitation to the foregoing, shall use best efforts to maintain the security of any License Key(s) provided to Licensee by Licensor and/or its authorized resellers or distributors. Licensee shall notify Licensor if disclosure of Confidential Information is necessary to comply with the requirements of any law, government order, regulation, or legal process prior to such disclosure and Licensee, at Licensor's request, shall use best efforts to seek an appropriate protective order in connection with such legal process and, if unsuccessful, to use best efforts to assure that confidential treatment will be accorded to the disclosed Confidential Information.

8.2. No Extraction. Licensee shall not extract, Operate, or use any functionality of the Customer's Canvas Product other than as part of normal Operation of the Customer's Canvas Product described in the Documentation and as integral part of Operation and functionality of the Customer's Canvas Product as a whole.

8.3. Legal Documentation. Licensee shall maintain and enforce on its site or other applicable site where the Customer's Canvas Product is Operated, a privacy policy in accordance with industry standards and "terms of use" as to which Licensee's customers must explicitly agree to prior to any use.

8.4. Modifications. Except as otherwise agreed by Licensor in writing, notwithstanding anything to the contrary herein, Licensee may not Operate or modify the Customer's Canvas Product in any way as to form the basis for creating a product that provides the same, or substantially the same, functionality as the Customer's Canvas Product; and in the event Licensee develops any modifications, enhancements, derivative works and/or extensions to the Customer's Canvas Product, either independently or jointly with Licensor, such modifications, enhancements, derivative works and/or extensions and all rights associated therewith will be the exclusive property of Licensor. Licensee will not grant, either expressly or impliedly, any rights, title, interest, or licenses to any such modifications, enhancements, derivative works and/or extensions to any third party. However, Licensee will be entitled to use such modifications, enhancements,

derivative works and/or extensions under the terms set forth in this Agreement. Licensee hereby assigns all right, title and interest in and to such modifications, enhancements, derivative works and/or extensions to the Customer's Canvas Product to Licensor. Licensee also agrees to execute, acknowledge and deliver to Licensor all documents and do all things Licensor deems necessary or desirable, at Licensor's expense, to enable Licensor to obtain and secure such modifications, enhancements, derivative works and/or extensions anywhere in the world. Licensee agrees to secure all necessary rights and obligations from relevant employees or third parties in order to satisfy the above obligations

8.5. Additional Obligations. Except as otherwise expressly set forth in this Agreement, Licensee, without Licensor's advance written consent, shall not: (a) modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer any of the Customer's Canvas Product, or any part thereof, or to attempt to derive the source code or the underlying ideas, algorithms, structure, or organization from the Customer's Canvas Product, including through the use of a "clean room" as that term is understood in the software industry; notwithstanding the foregoing, decompiling software is permitted to the extent the laws of the Licensee's jurisdiction give Licensee the explicit and non-waivable right to do so to obtain information necessary to render the Customer's Canvas Product interoperable with other software; provided, however, that Licensee must first request such information from Licensor and Licensor may, in its discretion, either provide such information to Licensee (subject to confidentiality terms) or impose reasonable conditions, including a reasonable fee, on such Operation of the Customer's Canvas Product to ensure that Licensor's proprietary rights in the Customer's Canvas Product are protected. Except for the modification explicitly permitted hereunder, Licensee may not modify or create derivative works based upon the Customer's Canvas Product in whole or in part; (b) reproduce or copy any Customer's Canvas Product except as otherwise expressly provided herein or adapt in any way, modify, insert, delete, replace, change, prepare, or create derivative works or otherwise alter any files in the Customer's Canvas Product (except as such files may be modified as an incidental effect of the normal installation process); (c) use any portion of the Customer's Canvas Product as a stand-alone application or with applications other than the Customer's Canvas Product; or (d) attempt to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Customer's Canvas Product, including without limitation any such mechanism used to restrict or control the functionality of the Customer's Canvas Product, without prior written approval from Licensor which can be withheld at Licensor's sole discretion.

8.6. License Key. Except as specifically provided in this Agreement, Licensee may not give, make available, give away, sell or otherwise transfer Licensee's License Key or any copy thereof to a third party. Customer's Canvas Product's License Key may not be distributed, except as provided herein, outside of the area of legal control of the Person who purchased the original License, without written permission of the Licensor. Doing so will result in an infringement of copyright. The Licensor retains the right of claims for compensation in respect of damage which occurred by Licensee's giving away the License Key or registration code contained therein. This claim shall also extend to all costs which the Licensor or its licensors incur in defending themselves.

8.7. No Sublicense; No Assignment. Licensee agrees not to sell, loan, rent, lease, license, sublicense, publish, display, distribute, or otherwise transfer to a third party the Customer's Canvas Product, any copy or use thereof, in whole or in part, without Licensor's prior written consent. This Agreement and the rights and duties granted hereunder, including without limitation any Free Licenses granted hereunder, may not be assigned, in whole or in part, by Licensee without the prior written consent of the Licensor. Licensor shall have the right to assign this Agreement without Licensee's prior consent.

8.8. No Disparagement. Licensee agrees not to make any public statements that disparage the Licensor, its respective Affiliates, officers, directors, products or services, including but not limited to the Customer's Canvas Product. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) or otherwise as required by law shall not be subject to this Section 8.8.

9. Representations and Warranties

9.1. Licensee represents, warrants, and covenants that:

9.1.1. in using the Customer's Canvas Product, Licensee's actions shall not contravene all applicable laws, rules, or regulations, including those of (1) the country, state, or locality where Licensee resides, and (2) the country, state, or locality where Licensor is located or operates;

9.1.2. he/she/it will neither Operate or use the Customer's Canvas Product for the purpose of circumventing a technological measure nor will it Operate or Use the Customer's Canvas Product in conjunction with a third-party application for the purpose of circumventing a technological measure that effectively protects a right of a copyright owner in a copyrighted work or a portion thereof;

9.1.3. the execution, delivery and performance by Licensee of this Agreement do not and shall not violate any law (including, without limitation, privacy, export control, obscenity and anti-spam laws), violate any charter document of Licensee, violate any agreement or order to which Licensee is a party or by which Licensee or its assets are bound, or require any consent from any Person; and

9.1.4. Licensee and/or his, her, or its representatives, if any, are not and will not be at any time during the Term be: (i) located in a country embargoed by the United States; (ii) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (iii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers

Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56 or any Executive Order of the President issued pursuant to such statutes; (iv) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons”; (v) named on the U.S. Treasury Department’s list of Specially Designated Nationals (SDN); or (vi) named on the United States Commerce Department’s Table of Deny Orders.

9.2. Limited Warranty. The Licensor warrants that for the larger of (x) sixty (60) days and (y) the minimum warranty period required by non-waivable provision of applicable law (the “*Warranty Period*”), from the earlier of (i) original purchase of the media on which the Customer’s Canvas Product is contained, or (ii) the date the License Key is provided to Licensee by Licensor, the Customer’s Canvas Product will be free from defects in materials and workmanship and that the Customer’s Canvas Product will perform substantially in accordance with the Documentation or generally conform to the Customer’s Canvas Product’s specifications published by the Licensor. Non-substantial variations of performance from the Documentation do not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO TRIAL VERSIONS AND BETA VERSIONS, UPDATES, PRE-RELEASE, TRYOUT, CUSTOMER’S CANVAS PRODUCT SAMPLER, OR NOT FOR RESALE (NFR) COPIES OF CUSTOMER’S CANVAS PRODUCT. To make a warranty claim, Licensee must contact Aurigma with proof of purchase within the applicable Warranty Period of the license fee Licensee paid for the Customer’s Canvas Product.

9.3. NO IMPLIED OR OTHER WARRANTIES. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO LICENSEE IN LICENSEE’S JURISDICTION, THE CUSTOMER’S CANVAS PRODUCT AND ANY SERVICES UNDER THIS AGREEMENT ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY WHATSOEVER AND THE LICENSOR MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE CUSTOMER’S CANVAS PRODUCT OR CONTENT THEREIN OR TO ANY OTHER SERVICE OR MATERIAL FURNISHED OR PROVIDED TO LICENSEE PURSUANT TO THIS AGREEMENT OR OTHERWISE. LICENSEE ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE CUSTOMER’S CANVAS PRODUCT TO ACHIEVE LICENSEE’S INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE CUSTOMER’S CANVAS PRODUCT. THE LICENSOR MAKES NO WARRANTY THAT THE CUSTOMER’S CANVAS PRODUCT WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE CUSTOMER’S CANVAS PRODUCT

AND THE ACCOMPANYING WRITTEN MATERIALS OR THE USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. LICENSEE HEREBY ACKNOWLEDGE THAT THE CUSTOMER'S CANVAS PRODUCT MAY NOT BE OR BECOME AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING WITHOUT LIMITATION PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE SOFTWARE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, AND ACTIONS AND OMISSIONS OF THIRD PARTIES. THEREFORE, THE LICENSOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SYSTEM AND/OR SOFTWARE AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE. THE LICENSOR DISCLAIMS ANY AND ALL LIABILITY FOR THE LOSS OF DATA DURING ANY COMMUNICATIONS AND ANY LIABILITY ARISING FROM OR RELATED TO ANY FAILURE BY THE LICENSOR TO TRANSMIT ACCURATE OR COMPLETE INFORMATION TO YOU.

10. Limitation of Liability and Remedies.

10.1. Limited Liability. The Licensor and its suppliers' entire liability, and Licensee's exclusive remedy for any breach of the foregoing warranty shall be at the Licensor's option: (i) return of the purchase price paid for the license, if any, or (ii) the correction of any defects, "bugs" or errors within reasonable period of time. This remedy is void if the defect has resulted from accident, abuse, or misapplication. Any replacement Customer's Canvas Product will be warranted for the remainder of the original warranty period.

10.2. LIMITED LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES. LICENSEE ASSUMES THE ENTIRE COST OF ANY DAMAGE RESULTING FROM LICENSEE'S USE OF THE CUSTOMER'S CANVAS PRODUCT AND THE INFORMATION CONTAINED IN OR COMPILED BY THE CUSTOMER'S CANVAS PRODUCT, AND THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY THE LICENSOR OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION IMPAIRMENT OR FAILURE, REPAIR COSTS, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE CUSTOMER'S CANVAS PRODUCT, OR THE INCOMPATIBILITY OF THE CUSTOMER'S CANVAS PRODUCT WITH ANY HARDWARE SOFTWARE OR USAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY TO LICENSEE FOR ALL DAMAGES IN ANY ONE

OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY LICENSEE FOR THE CUSTOMER'S CANVAS PRODUCT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10.3. Indemnity. Licensee hereby agrees to indemnify, hold harmless, and defend Licenser from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to any claim, action, proceeding or allegation that arises or results, either directly or indirectly, from Licensee's Operation of the Customer's Canvas Product, including without limitation any of Licensee's customers and/or end-users.

11. Term and Termination

11.1. Term. The term of this Agreement ("**Term**") shall begin when Licenser approves Licensee's offer of agreement and executes this Agreement and shall continue, unless otherwise terminated pursuant hereto, in perpetuity or for the term specified by the license(s) granted hereunder. The Licenser may terminate this Agreement by offering Licensee a superseding Agreement for the Customer's Canvas Product or any replacement, or modified version of, or upgrade, or new release of the Customer's Canvas Product and conditioning Licensee's continued use of the Customer's Canvas Product or such replacement, modified or upgraded version or new release on Licensee's acceptance of such superseding Agreement. This Agreement may be also terminated by the Licenser immediately and without notice if Licensee fails to comply with any of Licensee's obligation or conditions of this Agreement. Without prejudice to any other rights, this Agreement will terminate automatically if Licensee fails to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, Licensee must immediately cease use of the Customer's Canvas Product and destroy all copies of the Customer's Canvas Product and License Keys.

11.2. No Rights Upon Termination. Upon termination of this Agreement Licensee will no longer be authorized to Operate or use the Customer's Canvas Product in any way.

12. Miscellaneous

12.1. Material Terms and Conditions. Licensee specifically agrees that each of the terms and conditions of Sections 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12 are material and that failure of Licensee to comply with these terms and conditions shall constitute sufficient cause for Licenser to immediately terminate this Agreement and the License granted under this Agreement.

12.2. Taxes. Each Party is responsible for complying with the collection, payment, and reporting of all taxes imposed by any governmental authority applicable to its activities in

connection with this Agreement. None of the Parties is responsible for taxes that may be imposed on the other Parties. Notwithstanding anything to the contrary herein, Licensee shall be solely responsible for any sales, use, value added and similar taxes collections, payments and related registrations arising in any way out of or relating to this Agreement. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, Licensee will obtain and provide Licensor with such certificate, document, or proceeding. Licensee acknowledges and agrees that any shipments of the Customer's Canvas Product shall be accompanied by an invoice, bill of lading, customs declaration and/or any other documentation as may be required indicating the full value of the Customer's Canvas Product pursuant hereto and may be insured, at the sole discretion of Licensor, for the full value or any portion thereof.

12.3. Commercial Items. The Customer's Canvas Product and accompanying Documentation are deemed to be "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," respectively, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights, including any use, modification, reproduction, release, performance, display or disclosure of the Customer's Canvas Product and accompanying Documentation, as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

12.4. Processing of Personal Data. Licensee hereby expressly consent to the Licensor's processing of Licensee's personal data (which may be collected by the Licensor or its distributors) according to the Licensor's current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference (see <https://customerscanvas.com/privacy-policy>). By entering into this Agreement, Licensee agrees that the Licensor may collect and retain information about Licensee, including Licensee's name, email address and credit card information. The Licensor employs other companies and individuals to perform functions its behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. The Licensor publishes a privacy policy on the Website and may amend such policy from time to time in its sole discretion. Licensee should refer to the Licensor's privacy policy prior to agreeing to this Agreement for a more detailed explanation of how Licensee's information will be stored and used by the Licensor. If Licensee is an organization, Licensee will ensure that each member of Licensee's organization (including employees and contractors) about whom personal data may be provided to the Licensor has given his or her express consent to the Licensor's processing of such personal data. Personal data will be processed by the Licensor or its distributors in the country where it was collected, and possibly in the United States, European Union and Russian Federation. The laws of such jurisdictions regarding processing of personal data may be less or more stringent than the laws in Licensee's

jurisdiction.

12.5. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Customer's Canvas Products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. If Licensee are a resident of the United States for purpose of determination of personal jurisdiction, the federal and state courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Licensee agree that this Agreement is to be performed in the Commonwealth of Virginia and that any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the state and federal courts in of the Commonwealth Virginia and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; provided, however, that the Licensor as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction.

12.6. Arbitration. If Licensee is a non-US resident, then in the event of a dispute between the Parties arising out of or in connection with this Agreement, the Parties hereto shall use their best efforts to resolve the dispute in an amicable manner. If an amicable settlement cannot be reached, either Party hereto may request, by written notice, that the dispute be resolved by arbitration by one (1) arbitrator administered by the American Arbitration Association pursuant to the then current Commercial Arbitration Rules of the American Arbitration Association (the "**AAA Rules**").

12.6.1. In the event of any conflict between the AAA Rules and the provisions of this Agreement, the provisions of this Agreement shall prevail.

12.6.2. The place of the arbitration shall be the City of Alexandria, VA, USA.

12.6.3. The English language shall be used as the written and spoken language for all matters connected with all references to arbitration.

12.6.4. The decision of the arbitrator shall be made in writing.

12.6.5. The decision of the arbitrator shall be final and binding on the Parties, save in the event of fraud, manifest mistake or failure by the arbitrator to disclose any conflict of interest.

12.6.6. The decision of the arbitrator may be enforced by any court of competent jurisdiction and may be executed against the person and assets of the losing party in any jurisdiction. For the avoidance of doubt, such court includes any court that is authorized to make such an order by virtue of any treaty or legislation relating to the reciprocal

enforcement of foreign arbitral awards or judgments.

12.6.7. Nothing in this Section 12.6 shall prevent a Party from seeking or obtaining equitable relief from a court of competent jurisdiction, whether before, during or after arbitration proceedings.

12.7. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

12.8. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between Licensor and Licensee and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Customer's Canvas Product or to subject matter of this Agreement provided that the Licensor and Licensee may limit, modify or changes the applicability of the terms of this Agreement by a prior, contemporaneous or subsequent written agreement by referencing this Section 12.8 of the Agreement and expressly providing for such limitation, modification or changes. Licensee acknowledge that Licensee have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the fullest extent permitted by law. No waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach and no waiver will be effective unless made in writing.

12.9. Survival. Notwithstanding any provisions to the contrary herein, the provisions concerning the confidential information, Licensee's obligations with respect to intellectual property rights or any duties, liabilities or obligations which by the terms hereof or in context are to survive termination, shall survive the termination or expiration of this Agreement and such termination or expiration shall not release Licensee of its obligations regarding such survived provisions.

12.10. Contact Information. Should Licensee have any questions concerning this Agreement, or if Licensee desire to contact the Licensor for any reason, please contact our Customer Department at info@aurigma.com.

Copyright © 2002-2021 AURIGMA INC., AND ITS LICENSORS. ALL RIGHTS RESERVED. THE CUSTOMER'S CANVAS PRODUCT, INCLUDING THE SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION, ARE COPYRIGHTED AND PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. AURIGMA® IS A U.S. REGISTERED TRADEMARK OF AURIGMA INC. ANY OTHER THIRD PARTY TRADEMARKS, WHICH ARE NOT LICENSED HEREUNDER AND NOT UNDER AURIGMA INC.'S CONTROL, ARE PROPERTIES OF THE RESPECTIVE THIRD PARTY OWNERS AND LICENSEES AND ARE SUBJECT TO APPLICABLE THIRD-PARTY TERMS AND CONDITIONS.