

All references to AI Squared in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, AI Squared.”

## **TERMS AND CONDITIONS FOR AI SQUARED PRODUCTS AND SERVICES**

### **sitecues™ Software as a Service License Agreement**

#### **1. Services**

- 1.1 This Agreement sets out the terms pursuant to which the Licensor will provide to the Licensee the Licensor’s sitecues integrated solution for web accessibility hosted by the Licensor or its partners and/or vendors, and if authorized by the Licensor, hosted by the Licensee, and made available for use by the Licensee and users of the Licensee’s web content (the “Services”).
- 1.2 Reserved.
- 1.3 The Licensor shall provide to the Licensee the service level assurances and support services set out in Schedule 1.

#### **2. License Grant**

- 2.1 Subject to the terms and conditions of this Agreement and the applicable ordering document, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable, worldwide right during the term of this Agreement to use (a) the Services and (b) the documentation made available to the Licensee by the Licensor online in connection with the Services from time to time that sets out a description of the Services and the technical instructions for the Services (the “Documentation”).
- 2.2 The Licensee may use the Services only on the web domains and subdomains set out in the applicable ordering document.
- 2.3 The Licensee shall not:
  - (a) except as may be allowed by any applicable law that is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
    - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation in any form or media or by any means; or
    - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or
    - (iii) attempt to access or actually access the Licensee’s servers, software or data, except to use the Services in conjunction with the Licensee’s Content.
  - (b) access all or any part of the Services and Documentation in order to build a product or service that competes with the Services and/or the Documentation; or

- (c) license, sell, rent, lease, transfer, assign, or otherwise make the Services and/or Documentation available to any third party except the users of the Licensee's Content (as defined in Section 3 below), or
- (d) use any Services, or allow the transfer, transmission, export, or re-export of any Services or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency, or
- (e) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Services (including any screen displays, reports, etc.) or any other products or materials provided by the Licensor hereunder.

### 3. Licensee's Content

- 3.1 The Licensee is solely responsible for all content, information, data and materials that the Licensee or the Licensee's users, agents, or affiliates upload, post, transmit, or otherwise make available when using the Services ("Licensee's Content"). The Licensee has the sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, and appropriateness of the Licensee's Content.
- 3.2 The Licensee warrants that the Licensee owns or has sufficient legal right to the intellectual property rights in the Licensee's Content and that the Licensee's Content, including any use thereof by the Licensor as described below, does not violate applicable law or the rights of any third party. The Licensee hereby grants the Licensor, the Licensor's affiliates, and the Licensor's partners a worldwide, royalty-free, nonexclusive, sub-licensable right during the term of this Agreement to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish the Licensee's Content and subsequent versions of the Licensee's Content for the purposes of (i) displaying the Licensee's Content within the Services and other related Internet sites for the Licensee's users, (ii) processing the Licensee's Content in connection with providing the Services to the Licensee, (iii) distributing the Licensee's Content, either electronically or via other media, to the Licensee's users seeking to download or otherwise acquire it, and/or (iv) storing or hosting the Licensee's Content in a remote database or in the Services for access by the Licensee's users. This license will apply to the distribution and the storage of the Licensee's Content in any form, medium, or technology now known or later developed.

### 4. Personally Identifiable Data

- 4.1 If the Licensor processes any personally identifiable data on the Licensee's behalf when performing its obligations under this Agreement, the parties record their intention that the Licensee shall be the data controller and the Licensor shall be a data processor and in any such case:
  - (a) the Licensee acknowledges and agrees that the personal data may be transferred or stored outside the country where the Licensee and the users are located in order to carry out the Services and the Licensor's other obligations under this Agreement;
  - (b) the Licensee shall ensure that the Licensee is entitled to transfer the relevant personal data to the Licensor so that the Licensor may lawfully use, process and transfer the personal data in accordance with this Agreement on the Licensee's behalf;

- (c) the Licensee shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (d) the Licensor shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Licensee from time to time; and
- (e) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

## 5. Licensor's obligations

- 5.1 The Licensor undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 5.2 The undertaking at Section 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Licensor's instructions, or modification or alteration of the Services by any party other than the Licensor or the Licensor's duly authorized contractors or agents. If the Services do not conform to the foregoing undertaking, the Licensor will, at its expense, use all reasonable commercial efforts to correct any such non-conformance promptly, or provide the Licensee with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Licensee's sole and exclusive remedy for any breach of the undertaking set out in Section 5.1. Notwithstanding the foregoing, except as provided in Schedule 1, the Licensor:
  - (a) does not warrant that the Licensee's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Licensee through the Services will meet the Licensee's requirements; and
  - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.3 This Agreement shall not prevent the Licensor from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement; provided however that Licensor shall not share with any other customers of Licensor, or any third parties, any of Licensee's Content.
- 5.4 The Licensor warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

## 6. Licensee's obligations

The Licensee shall:

- (a) provide the Licensor with:
  - (i) all reasonable cooperation in relation to this Agreement; and
  - (ii) all reasonable access to such information as may be reasonably requested by the Licensor;

in order to render the Services;

- (b) comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) carry out all other Licensee responsibilities set out in this Agreement in a timely and efficient manner; and
- (d) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to publicly facing cloud infrastructure.

## 7. Intellectual Property Rights

- 7.1 The Licensee acknowledges that the Services are licensed by the Licensor, not sold. Except for the limited license granted in Section 2.1, the Licensor and/or its licensors own all rights, title and interests, including all intellectual property rights, in and to the Services, the software, materials and other related content (excluding the Licensee's Content), and any derivatives, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Licensee or any other party relating to the Services. The Services also may include trademarks, service marks or logos of other third parties. All of these trademarks, service marks and logos are the property of their respective owners.
- 7.2 Except as expressly stated herein, this Agreement does not grant the Licensee any rights to, or in, patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.
- 7.3 The Licensor confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 7.4 The Licensee shall not use any information that is proprietary to the Licensor, or otherwise confidential, in any form, oral, written, electronic, and physical observation, including without limitation proprietary or confidential information relating to technical, financial, personally identifiable data, scientific, research and development, products, customers, suppliers, marketing, sales and business information, ideas, inventions, know-how, trade secrets, discoveries, developments, improvements, strategies, data reports, drawings, designs, protocols, processes, techniques, formulae, and specifications disclosed by the Licensor to the Licensee in connection with this Agreement to contest the validity of any Licensor intellectual property.
- 7.5 Except for the limited license granted by the Licensee in Section 3.2, nothing contained in this Agreement shall be construed as granting any right, title, or interest in or to any Licensee Content.
- 7.6 The Licensee hereby grants the Licensor the right to gather information regarding the use of the Services by the Licensee and the Licensee's end users, including, without limitation, the number of end users who use the Services, the web pages accessed by such end users, and the amount of time each such end user spends on each such web page.
- 7.7 Reserved.

## 8. Inspection/Acceptance

The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("AI Squared") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within the warranty period; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## 9. Confidentiality

9.1 Subject to the Freedom of Information Act, 5 U.S.C. § 552, Each party may be given access to information that is proprietary to the other party, or otherwise confidential, in any form, oral, written, electronic, and physical observation, including without limitation proprietary or confidential information relating to technical, financial, personally identifiable data, scientific, research and development, products, customers, suppliers, marketing, sales and business information, ideas, inventions, know-how, trade secrets, discoveries, developments, improvements, strategies, data reports, drawings, designs, protocols, processes, techniques, formulae, and specifications disclosed by one party to the other party (collectively, "Confidential Information") in order to perform its obligations under this Agreement. Confidential Information does not include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

9.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

9.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

9.4 The details of the Services, and the results of any performance tests of the Services, constitute the Licensor's Confidential Information.

9.5 Licensee's Content is the Confidential Information of the Licensee.

## 10. Indemnity

10.1 Subject to 28 U.S.C. § 516, the Licensor shall, subject to Section 10.4, defend the Licensee, its officers, directors and employees against any claim that the Services or Documentation infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Licensee for any amounts awarded against the Licensee in judgment or settlement of such claims, provided that:

- (a) the Licensor is given prompt notice of any such claim;
- (b) the Licensee provides reasonable co-operation to the Licensor in the defense and settlement of such claim, at the Licensor's expense; and
- (c) the Licensor is given sole authority to defend or settle the claim.

10.2 In the defense or settlement of any claim, the Licensor may procure the right for the Licensee to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on notice to the Licensee without any additional liability or obligation to pay damages or costs to the Licensee.

10.3 In no event shall the Licensor, its employees, agents and subcontractors be liable to the Licensee to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than the Licensor; or
- (b) the Licensee's use of the Services or Documentation in a manner contrary to the instructions given to the Licensee by the Licensor; or
- (c) the Licensee's use of the Services or Documentation after notice of the alleged or actual infringement from the Licensor or any appropriate authority.

10.4 The foregoing states the Licensee's sole and exclusive rights and remedies, and the Licensor's (including the Licensor's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

10.5 Reserved.

## 11. Limitation of liability

11.1 Subject to the provisions of Section 10, this Section 11 sets out the entire financial liability of the Licensor (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Licensee in respect of:

- (a) any breach of this Agreement;
- (b) any use made by the Licensee of the Services and Documentation or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

11.2 Except as expressly and specifically provided in this Agreement:

- (a) the Licensee assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Licensee, and for conclusions drawn from such use. The Licensor shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Licensor by the Licensee in connection with the Services, or any actions taken by the Licensor at the Licensee's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- (c) the Services and the Documentation are provided to the Licensee on an "as is" basis.

11.3 Subject to Section 11.2:

- (a) the Licensor shall not be liable whether in tort, contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- (b) the Licensor's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total fees paid by the Licensee to the Licensor during the 12 months immediately preceding the date on which the claim arose.

11.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE LICENSOR NOR ITS AFFILIATES, SUPPLIERS OR PARTNERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SERVICES OR THE APPLICATION, ITS SOFTWARE, CONTENT OR OTHER MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR LOSS OF DATA OR OTHER INTANGIBLE LOSSES.

11.5 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR AND ITS AFFILIATES, SUPPLIERS AND PARTNERS WILL NOT BE LIABLE FOR ANY DAMAGES THAT EXCEED THE TOTAL AMOUNTS PAID BY THE LICENSEE TO THE LICENSOR FOR THE SERVICES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31. U.S.C. §§ 3729-3733.

11.6 EXCEPT AS SET OUT IN SECTION 7.3 ABOVE, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

- 11.7 SOME STATES/JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE LICENSEE. IN SUCH STATES/JURISDICTIONS, THE LICENSOR'S LIABILITY AND THAT OF ITS AFFILIATES, SUPPLIERS AND PARTNERS WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
12. Reserved.
13. Reserved.
14. Reserved.
15. Reserved.
16. Assignment
- 16.1 The Licensee shall not, without the prior written consent of the Licensor, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
17. No partnership or agency
- Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
18. Third party rights
- This Agreement does not confer any rights on any person or party other than the parties to this Agreement and, where applicable, their successors and permitted assigns.
19. Reserved.
20. Reserved.
21. Reserved.
22. Reserved.



## Schedule 1

### Service Level Assurances and Support

#### 1. Service Level Assurances

- 1.1 The Licensor shall use commercially reasonable efforts to make the Services available and operational at least 99.9% of the time in any calendar month (the “sitecues SLA”), except for “Permitted Downtime”, defined as:
- (a) the total time (measured in days, hours, minutes and seconds) during which the Service is unavailable as a result of the Licensor conducting standard systems maintenance, noting that the Licensor will endeavor to provide 24 hours prior notice by email of planned downtime, and will endeavor to schedule planned downtime between 1:00 am Eastern Time and 5:00 am Eastern Time; and
  - (b) the total time (measured in days, hours, minutes and seconds) when the Service is unavailable due to causes beyond the reasonable control of the Licensor, including, without limitation: any software, hardware, or telecommunication failures; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; failures or default of third party software, vendors, or products; and unavailability resulting from the actions or inactions of the Licensee or a failure of the Licensee’s communications link or systems.
- 1.2 If Licensor does not meet the sitecues SLA, and if Licensee meets its obligations under the Agreement, Licensee will be eligible to receive the Service Credits described below. This sitecues SLA states Licensee's sole and exclusive remedy for any failure by Licensor to meet the sitecues SLA.
- 1.3 The following definitions shall apply to the sitecues SLA.
- (a) “Downtime” means the total time (measured in days, hours, minutes and seconds) that the Services are unavailable to Licensee, excluding Permitted Downtime.
  - (b) “Monthly Uptime Percentage” means the total time (measured in days, hours, minutes and seconds) in a calendar month minus the total time (measured in days, hours, minutes and seconds) of Downtime suffered in a calendar month, divided by the total time (measured in days, hours, minutes and seconds) in a calendar month.
  - (c) “Service Credit” means the following:
 

Monthly Uptime Percentage	Days of Service added to the end of the Service term, at no charge to Licensee
< 99.9% and >= 99.0%	3 days
< 99.0% and >= 95.0%	7 days
< 95.0%	15 days

- 1.4 Licensee Must Request Service Credit. In order to receive any of the Service Credits described above, Licensee must notify Licensor within thirty days from the time Licensee becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Licensee's right to receive a Service Credit.
  - 1.5 Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Licensor to Licensee for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of Licensee's term for the Service. Service Credits may not be exchanged for, or converted to, monetary amounts.
2. Support Services
    - 2.1 The Licensor will, as part of the Services and at no additional cost to the Licensee, provide the Licensee with the Licensor's standard support services on weekdays other than United States holidays during between 8:30 am and 6:30 pm Eastern Time in accordance with the Licensor's Support Services Policy in effect at the time that the Services are provided. The Licensor may amend the Support Services Policy in its sole and absolute discretion from time to time. The Licensee may purchase the Licensor's gold and platinum enhanced support services separately at the Licensor's then current rates.
    - 2.2 The Licensor's support services shall include (i) diagnosis of problems or performance deficiencies in the Services identified by the Licensee or its users, and (ii) a resolution of these problem or performance deficiencies in the Services.
    - 2.3 As part of the Licensor's standard support package, the Licensor shall use all reasonable efforts to cure reported and reproducible errors in the Services.
3. Platinum and Gold Levels of Support
    - 3.1 As part of the Licensor's platinum and gold levels of service, the Licensor shall attempt to resolve all support issues during the first telephone contact or in the first response email. If the issue is not resolved during first contact, each issue will be prioritized based on the severity levels described in this Schedule 1. The Licensor shall use all reasonable efforts to resolve the problem in the least practical amount of time.
    - 3.2 As part of the Licensor's gold and platinum support packages (and for standard support, for critical business impact issues only) the Licensor shall utilize the following four (4) severity levels to categorize reported problems:

#### SEVERITY 1: CRITICAL BUSINESS IMPACT

The impact of the reported deficiency is such that the Licensee or most of its users are unable to access Licensee's Content.

As part of the Licensor's **platinum** support package, the Licensor will commence work on resolving the deficiency **immediately upon** oral, email or written notification.

As part of the Licensor's **gold** support package, the Licensor will commence work on resolving the deficiency **within one (1) hour** of oral, email or written notification.

As part of the Licensor's **standard** support package, the Licensor will commence work during business hours on resolving the deficiency **within three (3) hours** of oral, email or written notification.

In each case, until an acceptable resolution is achieved, (a) the Licensor will engage staff during its business hours, and (b) to the extent commercially reasonable and subject to the availability of the Licensor's support staff, the Licensor will engage staff after its business hours.

#### SEVERITY 2: SIGNIFICANT SERVICE DELIVERY IMPACT

Important features of Services are not working properly and there are no acceptable, alternative solutions. While other areas of the Services are not impacted, the reported deficiency has created a significant, negative impact on the productivity or service level for the Licensee or its users.

As part of the Licensor's **platinum** support package, the Licensor will commence work on resolving the deficiency within **two (2) hours** of oral, email or written notification.

As part of the Licensor's **gold** support package, the Licensor will commence work on resolving the deficiency within **four (4) hours** of oral, email or written notification.

In each case, and until an acceptable resolution is achieved, (a) the Licensor will engage staff during its business hours, and (b) to the extent commercially reasonable and subject to the availability of the Licensor's support staff, the Licensor will engage staff after its business hours.

#### SEVERITY 3: SOME SERVICE DELIVERY IMPACT

Important features of the Services are unavailable, but an alternative solution is available or non-essential features of the Services are unavailable with no alternative solution. The impact on the Licensee or its users is minimal loss of operational functionality or implementation resources.

As part of its **platinum** support package, the Licensor will commence work on resolving the deficiency within **four (4) hours** of notification.

As part of its **gold** support package, the Licensor will commence work on resolving the deficiency within **one (1) business day** of notification.

Thereafter, the Licensor will engage staff during its business hours until an acceptable resolution is achieved.

#### SEVERITY 4: MINIMAL SERVICE DELIVERY IMPACT

The Licensee submits an information technology request (oral, email or written), software enhancement or Documentation clarification that has no operational impact. As part of its platinum support package, the Licensor will provide an initial response regarding the request within **two (2) business days** and as part of its gold support package, the Licensor will provide an initial response as time permits.

The following provisions apply to all service levels:

This Agreement is not a consulting agreement for custom services. With respect to severity one (1) reported deficiencies, the Licensor may, with the oral, email or written concurrence of the Licensee, elect to send senior support or development staff to the Licensee location to accelerate problem resolution. The Licensor will always notify the Licensee before any additional cost will be incurred in order to resolve the problem. The Licensee will pay the Licensor's actual travel and lodging expenses as mutually agreed in advance.

Support provided by the Licensor under this **Schedule 1** depends on factors (“**Third Party Factors**”) such as facilities, networks, connectivity, data center availability and uptime, and acts or omissions controlled by third party providers such as internet and software providers, regulators and other third parties. Support may be affected significantly by such Third Party Factors. Third Party Factors are outside the Licensee’s control. The Licensor will have no liability for any reduction, interruption, or suspension of support arising from or related to any Third Party Factors.

As part of the Licensor’s gold and platinum support packages, the Licensor shall provide two phone lines (one standard line and one emergency line) for live support and one email address for email support.

Software support line: +1 \_\_\_\_\_

Software emergency line (for Severity 1,  
Critical Business Impact Issues Only): Provided Upon Execution of Agreement

Software support email: [support@sitecues.com](mailto:support@sitecues.com)

Standard software support is by email to [support@sitecues.com](mailto:support@sitecues.com) only.

When the Licensee contacts the Licensor by any of the means listed above, the Licensor will log the problem including the following information: (i) contact person, (ii) contact method (phone or email), (iii) description of problem/time, and (iv) in the case of customers purchasing the platinum and gold levels of service, the severity level.

Upon resolution of any problem, the Licensor shall: (i) use all reasonable efforts to contact the Licensee with the solution, (ii) input solution into the log, (iii) input time spent on resolution, and (iv) update the current customer service log.

## ZoomText Software License Agreement

### **Ownership of the Software**

1. The enclosed Licensor software program ("Software") and the accompanying written materials are owned by Licensor and are protected by United States copyright laws, by laws of other nations, and by international treaties.

### **Grant of License**

2. The licenses granted in this Section 2 are subject to the terms and conditions set forth in this Software License Agreement and the applicable ordering document:

(a) Subject to Section 2(b), you may install and use the Software on a single computer; OR install and store the Software on a storage device, such as a network server, used only to install the Software on your other computers over an internal network, provided you have a license for each separate computer on which the Software is installed and run. Except as otherwise provided in Section 2(b), a license for the Software may not be shared, installed or used concurrently on different computers.

(b) For a "Single-User" product license, the Software may be installed and activated on up to three computers. While the Software may be activated on three computers, use of the collective installations is restricted to one user at any given time. Simultaneous use by more than one user violates this license agreement.

(c) You agree that Ai Squared, or a legal representative of Ai Squared may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, Ai Squared shall invoice you for any additional license fees.

(d) **Mandatory Product Activation.** The license rights granted under this Agreement may be limited to the first sixty (60) days after you first install the Software unless you supply information required to activate your licensed copy in the manner described during the activation sequence of the Software. You may need to activate the Software through the use of the Internet or telephone; toll charges may apply. There are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree that Ai Squared may use those measures and you agree to follow any requirements regarding such technological measures. You may also need to reactivate the Software if you modify your computer hardware or alter the Software. Product activation is based on the exchange of information between your computer and Ai Squared. None of this information contains personally identifiable information nor can it be used to identify any personal information about you or any characteristics of your computer configuration.

### **Restrictions on Use and Transfer**

3. You may not copy the Software, except that (1) you may make one copy of the Software solely for backup or archival purposes, and (2) you may transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the written materials.
4. Other than with respect to an "Evaluation" version of the Software, you may permanently transfer the Software and accompanying written materials (including the most recent update and all prior versions) if you retain no copies and the transferee agrees to be bound by the terms of this Agreement. Such a transfer terminates your

license. You may not rent or lease the Software or otherwise transfer or assign the right to use the Software, except as stated in this paragraph. You may not sell or transfer any Evaluation version of the Software.

5. You may not reverse engineer, decompile, or disassemble the Software.

### **Limited Warranty**

6. Licensor warrants that the Software will perform substantially in accordance with the accompanying written materials for a period of 90 days from the date of your receipt of the Software. Any implied warranties on the Software are limited to 90 days.
7. Licensor disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and noninfringement, with respect to the software and the accompanying written materials. This limited warranty gives you specific legal rights.
8. Licensor's entire liability and your exclusive remedy shall be, at licensor's choice, either (a) return of the price paid or (b) replacement of the software that does not meet licensor's limited warranty and which is returned to licensor with a copy of your receipt. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. These remedies are not available outside the United States of America.
9. This Limited Warranty is void if failure of the Software has resulted from modification, accident, abuse, or misapplication.
10. In no event will licensor be liable to you for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of your use or inability to use the software. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31. U.S.C. §§ 3729-3733.
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