

These terms and conditions, the proposal, quotation or acknowledgment, and all document incorporated by referenced therein, binds Linque LLC (“Seller”), and the buyer (“Buyer” or “Subscriber”), and constitutes the entire agreement (“Agreement”) between Linque and Buyer for the sale of goods (“Goods”), including but not limited to Software (as defined below), and/or the provision of Services (as defined below).

ARTICLE I. ACCEPTANCE AND PRICES

- 1.1 Acceptance. Acceptance by Seller of any purchase order, offer, or similar document issue by Buyer is expressly conditioned upon Buyer’s assent to the terms contained herein. Buyer shall indicate assent by any one of the following three (3) ways: (a) failing to notify Seller within five (5) days of receipt of these terms of any objections to the terms contained herein, (b) receiving Seller’s Goods or accepting the benefit of Seller’s Services, or (c) returning a Buyer signed or initialed copy of this form or other document to which these terms are attached and/or referenced to Seller. These terms and any contract signed by Seller in which they are incorporated constitute the entire agreement between Buyer and Seller, superseding any other oral or written agreements, including all standard terms and conditions of Buyer’s purchase order. Buyer expressly accepts all terms and conditions contained on Seller’s acknowledgement and invoice, regardless of contrary expressions by Buyer. All purchase order(s) issued by Buyer are for convenience only and to state the particulars of the transaction (e.g., description of Goods or Services, quantity, time of delivery, etc.). Seller reserves the right to accept such an order without such acceptance being construed as acceptance of terms or conditions contained in Buyer’s orders which are contrary or in addition to the terms and conditions provided herein, all of which are hereby objected to and rejected by Seller. No change of the terms and conditions stated herein shall be made without Seller’s written consent, signed by an authorized representative of Seller.
- 1.2 Prices. Unless otherwise specified by Seller, Seller’s price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller’s proposal/quotation or acceptance of the order for the Goods/Services, whichever is delivered first. Notwithstanding any

of the foregoing to the contrary, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller’s price in effect at the time of shipment to Buyer.

ARTICLE II. DEFINITIONS

- 2.1 “Confidential Information” means any business, financial, operational or technical information provided by one party hereunder to the other party that is marked or otherwise identified as confidential or proprietary or that the receiving party knows or should know is confidential or proprietary. In addition, the parties acknowledge and agree that: (a) the proprietary information of Buyer to which Seller may have access in connection with performing its obligations hereunder constitute Confidential Information of Buyer; and (b) the Software, Documentation and other deliverables furnished by Seller under this Agreement (including, but not limited to any materials provided for training and support) and the terms of and pricing under this Agreement constitute Confidential Information of Seller.
- 2.2 “Documentation” means Seller’s online help, user guides, installation guides and release notes for the Software, if any, whether in electronic and/or printed media.
- 2.3 “Intellectual Property Rights” means an effective copyright, trademark or patent, in each case existing under the laws of the United States of America.
- 2.4 “Maintenance Services” means: (a) assistance and consultation to assist Buyer/Subscriber in resolving errors in the performance of the Software, including the verification, diagnosis and correction of material errors and defects in the Software pursuant to Seller’s technical support guidelines; and (b) Updates and Upgrades to the then current release of the Software and related Documentation. Maintenance Services do not include Professional Services.
- 2.5 “Professional Services” means the Professional Services to be provided by Seller which may include installation, implementation, configuration, training, integration of the Software with Buyer/Subscriber data sources or systems, and/or Software hosting services. Professional Services do not include technical support and other assistance provided as part of Maintenance Services.

- 2.6 “Third Party Software” means all software programs other than the Software.
- 2.7 “Services” means the Maintenance Services and the Professional Services, collectively.
- 2.8 “Software” means Seller’s proprietary software programs, applications, and related code, in object code or executable form, together with any associated user interfaces, scripts, databases, and other software components, in each case that are licensed, subscribed to, or otherwise provided by Seller to Buyer/Subscriber under an order that is a component of, contains, or references this Agreement. Software includes any Updates and Upgrades made available by Seller under this Agreement, but excludes Third Party Software.
- 2.9 “Update” means a new release of the most current version of the Software intended to correct errors or vulnerabilities.
- 2.10 “Upgrade” means a new version of the Software. Generally, a new version is a release of Software with a version number containing a different figure on either side of the decimal point as compared to the previous version number. For instance, version 3.5 is an Upgrade to version 3.0 and version 3.5.1 is an Update to version 3.5. The term Upgrade does not include: (a) any new or supplemental software product, component or content released by and provided separately by Seller (except when such new or supplemental software is a replacement to the Software); or (b) any software, component or content which is designed for different operating systems, use-case/purpose/application, or foreign language (other than English).
- 2.11 “Work Product” means all computer code, system configurations, integrations, training materials, documentation, design material, ideas, information and/or other intellectual property developed, invented or discovered with regard to the Software, its features, design, marketing, pricing, positioning, distribution and other valuable information.

ARTICLE III. LICENSE & SUBSCRIPTION

- 3.1 License/Subscription. Seller grants to Buyer/Subscriber, and Buyer/Subscriber accepts from Seller, a non-exclusive, nontransferable license/subscription to access and use the Software for its internal business use.

Buyer/Subscriber agrees that its access to and use of the Software is subject to this Agreement.

- 3.2 Rights in Software. Title and ownership rights to the Software shall remain in Seller, and Seller reserves all rights not expressly granted hereunder. The license/subscription granted hereunder does not include the right to sublicense. Although some tangible items may be delivered to Subscriber, this Agreement is primarily a license of intellectual property rights and not for the sale of Goods, and not governed by the Uniform Commercial Code of any jurisdiction. Subject to the terms hereof respecting Confidential Information of Buyer/Subscriber, Buyer/Subscriber acknowledges and agrees that Seller may use any ideas, concepts, modifications and information arising out of delivery of Services in the development and distribution of new products, services and/or enhancements thereof. It is understood and agreed that Work Product produced by Buyer/Subscriber in assisting in the development of the Software, or the provision of Services, is being developed for the sole and exclusive ownership of Seller and that Seller shall be deemed to be the sole and exclusive owner of all rights, title, and interest therein, including all copyright and proprietary rights relating thereto. All Work Product generated, produced, or performed by Buyer/Subscriber, including but not limited to during a pilot program and/or beta testing of any Software, is and shall be considered to be “Work for Hire” (as defined under the United States copyright laws) and, as such, shall be owned by and for the benefit of Seller. Buyer/Subscriber agrees to execute, upon request, any documents necessary to confirm that any specific Work Product is a Work for Hire and to effectuate the assignment of its rights to Seller hereunder.
- 3.3 Use of Software. The Software shall be used only by Buyer/Subscriber and its employees, agents, and consultants who are registered as users in compliance with Seller’s policies, and may only use the Software as expressly permitted herein. Distribution or disclosure of the Software or Documentation, including derivative works, modifications or adaptations or permitting unauthorized access thereto is expressly prohibited both during the term of this Agreement and after.

3.4 No Modifications. Except as expressly stated herein, Buyer/Subscriber may not, without Seller's prior written consent, alter, modify or adapt any portion of Software or the Documentation, including, but not limited to, translating, reverse engineering, decompiling, disassembling, or creating derivative works. Buyer/Subscriber may not remove or modify any proprietary marking or restrictive legends of Seller placed on or embedded within the Software and Documentation.

ARTICLE IV. MAINTENANCE SERVICES

4.1 Maintenance Services. Subject to Buyer's/Subscriber's payment of the related Maintenance Service fees, Seller shall provide Maintenance Services to Buyer/Subscriber.

4.2 Support Coordinators. Buyer/Subscriber shall establish one (1) or two (2) internal support coordinators to whom all users shall be instructed to direct all questions and problems regarding use, operation and maintenance of the Software. Buyer/Subscriber agrees that its support coordinator(s) shall be fully familiar with and trained in the use of the Software and Buyer/Subscriber agrees that only its authorized and trained support coordinator(s) shall be entitled to contact Seller for Maintenance Services.

4.3 Maintenance Service Fees. Fees will be expressly indicated in a statement of work/work order/purchase order subject to the terms and conditions of this Agreement.

ARTICLE V. PROFESSIONAL SERVICES

5.1 Professional Services. Seller shall render the Professional Services specified in any proposal/quotation/acknowledgement/purchase order or as otherwise contracted pursuant to this Agreement, subject to Buyer/Subscriber timely paying all fees for such Professional Services. Seller shall use best efforts to ensure that Professional Services rendered in a timely manner. Buyer/Subscriber hereby agrees to pay the fees identified and as contracted hereunder for such Professional Services and related expenses when invoiced in accordance with Section XII.

5.2 Work Product. If, in the course of rendering the Professional Services, Seller creates and

delivers to Buyer/Subscriber any Work Product developed at the request of and for the sole benefit of Buyer/Subscriber, such Work Product shall remain the exclusive property of Buyer/Subscriber.

5.3 Professional Service Fees. Fees will be expressly indicated in a statement of work/work order/purchase order subject to the terms and conditions of this Agreement.

ARTICLE VI. LIMITED WARRANTY

6.1 Limited Warranty for Software. Seller warrants that for the period of access/license/subscription covered by this Agreement ("Software Warranty Period"): (a) the Software indicated in this Agreement will substantially conform to the Documentation for that Software; and (b) the digital or electronic media upon which the Software and/or Documentation indicated are distributed are free from defects in materials and workmanship. Seller shall not be liable for the Third Party Software or hardware used by Buyer/Subscriber to operate or access the Software. Buyer's/Subscriber's exclusive remedies for breach of the warranty in this Section 6.1 shall be the repair or replacement of the Software. If repair or replacement is not possible within forty-five (45) days following Seller's receipt of written notice of a breach of the warranty, Buyer/Subscriber may terminate the license/subscription to the defective Software, purging all copies from its computer systems and providing written certification of the same to Seller. Buyer/Subscriber shall then be entitled to receive a prorated refund of any prepaid license/subscription fees paid by Buyer/Subscriber for such Software for the remaining period from the time of the warranty breach and a prorated refund of related fees for Maintenance Services for the same period, if any.

6.2 Limited Warranty for Services. Seller warrants that the Services shall be performed in a good, timely and workmanlike manner in conformity with industry standards for a period of ninety (90) days after the completion of such Services. Any claim relating to a breach of the warranty for any such Services must be made within such applicable ninety (90) day period of time (the "Services Warranty Period"). The exclusive remedies relating to any claim for a breach of the warranties under this Section 6.2 shall be

limited to: (a) additional Services or other payment to make the non-conforming services conform to such warranty, (b) Buyer/Subscriber may terminate the Services and associated Software license/subscription upon thirty (30) day notice.

6.3 Warranty Limitations. Seller does not warrant that: (a) the Software, Documentation, and/or Services are or will be free of bugs or errors; (b) the use of the Software, Documentation, and/or Services will be uninterrupted or error free; (c) the Software, Documentation and/or Services will meet Buyer's/Subscriber's needs; or (d) the Software will operate in the hardware or system combinations which may be selected by Buyer/Subscriber (except to the extent Subscriber's hardware and system combinations comply with the requirements set forth in or referenced in the Documentation for the Software). Any claim for breach of warranty shall be made within sixty (60) days following the expiration of the Software Warranty Period or Services Warranty Period, as the case may be, by providing written notice thereof to Seller together with a detailed explanation of the purported error.

6.4 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATED TO THE SUBJECT MATTER HEREOF.

6.5 LIMITATION OF LIABILITY. SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO BUYER/SUBSCRIBER OR ANY THIRD PARTY UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING OUT OF OR RESULTING IN ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS. THE PARTIES AGREE THAT SELLER'S MAXIMUM AGGREGATE LIABILITY TO BUYER/SUBSCRIBER UNDER THIS AGREEMENT SHALL BE AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY BUYER/SUBSCRIBER UNDER THIS

AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

ARTICLE VII. CONFIDENTIALITY

7.1 Confidential Information. Each party receiving or having access to Confidential Information of the other party agrees to maintain the confidentiality of such Confidential Information. Each party will protect the Confidential Information of the other party with the same degree of care it exercises relative to its own Confidential Information, but not less than reasonable care. Each party receiving Confidential Information of the other party agrees that it shall not sublicense, assign, transfer or otherwise display or disclose such Confidential Information to any third party and shall not reproduce, perform, display, prepare derivative works of, or distribute the Confidential Information except as expressly permitted in this Agreement. Each party shall make commercially reasonable efforts to prevent the theft of any Confidential Information of the other party and/or the disclosure, copying, reproduction, performance, display, distribution and preparation of derivative works of the Confidential Information except as expressly authorized herein. Both parties agree to restrict access to the Confidential Information of the other only to employees and consultants who require access in the course of their assigned duties and responsibilities in connection with this Agreement. Notwithstanding the foregoing, Buyer/Subscriber acknowledges and agrees that Seller or its affiliates may be in the business of providing goods and services that are of similar nature to competitors of Buyer/Subscriber. Nothing contained in this Agreement shall restrict or limit Seller's ability to provide such goods and services so long as Buyer's/Subscriber's Confidential Information is not made known to or utilized by any personnel engaged, in any manner, with a business competing with the Buyer/Subscriber, for any purpose except the performance of Seller's obligations under this Agreement.

7.2 Exceptions. The obligations of the parties in respect of the Confidential Information of the other party shall not apply to any material or information that: (a) is or becomes a part of the public domain through no act or omission by the receiving party, (b) is independently developed by employees or consultants of the receiving party without use or reference to the Confidential

Information of the other party as documented by competent written evidence; (c) is disclosed to the receiving party by a third party that, to the receiving party's knowledge, was not bound by a confidentiality obligation to the other party, or (d) is demanded by a lawful order from any court or any body empowered to issue such an order. Each party agrees to notify the other promptly of the receipt of any such order, provide the other with a copy of such order and to provide reasonable assistance to the disclosing party (at the disclosing party's expense in the case of reasonable out-of-pocket expenses) to object to such disclosure.

- 7.3 **Enforcement.** Each party agrees that in the event of a breach or threatened breach by it (including its employees, subcontractors, consultants or agents) of the provisions of this Article VII, the other party shall have no adequate remedy in money or damages and, accordingly, will be entitled to injunctive and other equitable relief for such breach in addition to and not in limitation of any other legal or equitable remedies to which it would otherwise be entitled.

ARTICLE VIII. INTELLECTUAL PROPERTY INDEMNITY

- 8.1 **Third Party Infringement.** Seller represents that the Software does not infringe any bona fide Intellectual Property Right of any third party.
- 8.2 **Indemnity.** Seller will defend or settle any suit brought by a third party against Buyer/Subscriber alleging that the Software infringes any Intellectual Property Right of any third party and Seller shall indemnify Buyer/Subscriber for damages awarded as a result of such infringement claim, provided that Seller is given prompt notice of any such claim and sole control of the defense of such claim, including negotiations, appeals, and settlements. Buyer/Subscriber agrees to provide reasonable information and assistance to Seller in defending any claim. Notwithstanding the foregoing, Seller will not have liability for any claim to the extent that such claim results from: (a) any modification of the Software made by any party other than Seller; (b) a modification or enhancement to the Software pursuant to designs or specifications provided by Buyer/Subscriber; (c) the combination, operation or use by Buyer/Subscriber of any software, equipment or

devices not supplied by Seller to the extent the claim would have been avoided if the Software were not used in such combination; or (d) failure of Buyer/Subscriber to use an Update, Upgrade or modification to the Software provided by Seller to the extent the claim would have been avoided if the updated, upgraded or modified Software was used by Buyer/Subscriber.

- 8.3 **Replacement of Software or Refund.** If the Software is held to infringe, or in Seller's opinion the Software is likely to be held to infringe any Intellectual Property Rights of a third party, Seller may at its discretion and expense, either: (a) secure the right for Buyer/Subscriber to continue use of the infringing Software; (b) replace or modify the infringing Software to make it noninfringing, provided such Software contains substantially similar functionality; or (c) terminate the access to the infringing Software granted hereunder. If Seller elects to terminate Software access under the foregoing provision, it shall refund to Buyer/Subscriber pro-rata, unamortized portion of any prepaid license/subscription fees for the infringing Software and any prepaid fees for Maintenance Services following the date of termination.

ARTICLE IX. DELIVERY AND EXPORT RESTRICTIONS

- 9.1 **Delivery.** The Software shall be made available for Buyer/Subscriber on-premises or via cloud dependent upon customer preference and Software product. Such delivery shall be specified in the Agreement.
- 9.2 **Export.** Buyer/Subscriber acknowledges that the Software and all Documentation and other technical information delivered by Seller pursuant to this Agreement are subject to export controls under United States laws including but not limited to the Export Administration Act and the regulations promulgated hereunder. Buyer/Subscriber agrees to: (a) comply strictly with all legal requirements established under these controls; (b) cooperate fully with Seller in any official or unofficial audit or inspection that relates to these controls; and (c) not export, re-export, divert, transfer, or disclose directly or indirectly, any Software or Documentation to any country, or to the nationals of any such country, which the United States government determines is a country to which such export, re-export, diversion, transfer, or disclosure is restricted,

without obtaining the prior written authorization of Seller and the applicable United States government agency. Any breach of this provision shall be considered a material breach of this Agreement.

ARTICLE X. THIRD PARTY SOFTWARE

- 10.1 Third Party Software. Unless otherwise provided, Seller shall not provide any Third Party Software to Subscriber. Third Party Software is licensed by the manufacturer thereof and is subject to the manufacturer's standard license/subscription agreement. If Third Party Software is provided by Seller, Seller will provide a copy of the Third Party manufacturer's license/subscription agreement upon request.
- 10.2 DISCLAIMER. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE REGARDING TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO ANY THIRD PARTY SOFTWARE IN ANY AND ALL EVENTS. SELLER'S MAXIMUM LIABILITY TO BUYER/SUBSCRIBER IN RESPECT OF THIRD PARTY SOFTWARE SHALL BE THE LICENSE FEES PAID BY BUYER/SUBSCRIBER TO SELLER RELATED TO SUCH THIRD PARTY SOFTWARE, IF ANY.

ARTICLE XI. TERM; TERMINATION

- 11.1 Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and, subject to Seller's timely receipt of all licensing/subscription fees owed herein, shall continue for the term of any applicable license/subscription period granted under this Agreement, unless terminated pursuant to the terms of this Agreement. Unless otherwise noted in this Agreement, the term of any particular license/subscription to Software hereunder shall be extended on successive basis unless either Seller or Buyer/Subscriber gives notice to the other at least sixty (60) days prior to the expiration date of the then current Term. Notwithstanding the forgoing, Buyer/Subscriber may terminate this Agreement at any time upon thirty (30) day notice.
- 11.2 Breach and Termination. If either party breaches a provision of this Agreement, the other party shall give the breaching party

written notice of such breach. If Buyer/Subscriber is the breaching party and fails to cure the breach (other than failure to pay) within ten (10) days after notice, Seller shall have the right to terminate this Agreement and all licenses/subscriptions and access granted hereunder. If the breach is a failure of Subscriber to pay any amount when due, Seller shall have the immediate right to terminate this Agreement upon written notice to Subscriber. If Seller is the breaching party and Seller fails to cure the breach within thirty (30) days after notice, Subscriber shall have the right to terminate this Agreement immediately upon written notice of termination.

- 11.3 Assignment. Notwithstanding the provisions of Section 11.2, the license/subscription with respect to any Software shall terminate immediately upon Seller's written notice if Buyer/Subscriber breaches the assignment provisions of Section 13.1 hereof.
- 11.4 Survival. Upon termination or expiration of this Agreement, Buyer/Subscriber shall discontinue using the relevant Software and remove the related Software from its system, if any, and return the Software and Documentation and all copies thereof to Seller, and upon Seller's request, shall execute and deliver to Seller a written certification that Buyer/Subscriber has complied and no longer retains any material relating to the Software or Documentation. Obligations relating to Confidential Information and to pay amounts owing as of the termination or expiration date shall survive termination.

ARTICLE XII. PAYMENT

- 12.1 Payment and Invoices. Unless otherwise agreed in writing executed by the parties, all other amounts owed under this Agreement shall be due within thirty (30) days of Seller's invoice date. Amounts not timely paid shall bear interest at the rate of one and one half percent (1.5%) per month. Buyer/Subscriber shall be liable for all expenses attendant to undisputed amounts are payable as set forth above.

ARTICLE XIII. MISCELLANEOUS

- 13.1 Assignment. Buyer/Subscriber shall not assign this Agreement or any subscription or license

granted hereunder for any reason (except for an assignment by operation of law in connection with a merger or similar transaction), without the prior express written consent of Seller. Seller shall have the right to require Buyer/Subscriber or its purported assignee to pay an application extension fee based upon a mutual estimate of Buyer's/Subscriber's proportional extension of the licenses/subscriptions hereunder and any other amounts due to Seller hereunder as a condition to the assignment or extension of use. Seller may assign this Agreement to another entity provided that such entity assumes Seller's obligations under this Agreement. Any other attempt to sublicense, assign or transfer the Agreement or the subscriptions and licenses hereunder shall be void.

- 13.2 Force Majeure. Neither party will be responsible for any failure or delay in its performance (other than failure to pay) under this Agreement due to causes beyond its reasonable control which makes performance commercially impractical, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, Internet access, raw materials or supplies, war, riot, or act of God.
- 13.3 Currency, Taxes and Other Charges. All fees charged by Seller and payable by Subscriber are in U.S. dollars and do not include taxes. If Seller is required to pay any sales, use, value-added, import fees or duties or other taxes based on transactions under this Agreement (other than taxes based on Seller's income), such taxes shall be billed to and paid for by Subscriber.
- 13.4 Notices. Any notices to be given under this Agreement will be in writing. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt or (iii) if sent by certified or registered mail, within five days of deposit in the mail.
- 13.5 Entire Agreement. This Agreement and any addenda to this Agreement executed by both parties or incorporated herein by reference

constitute the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written. There are no representations, promises, warranties or understandings relied upon by Subscriber which are not contained herein. Any modifications to this Agreement must be in writing and signed by both parties. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not constitute a waiver of such right.

- 13.6 Severability. If any provision of this Agreement is held to be unenforceable, such decision shall not affect the validity or enforceability of the remaining provisions.
- 13.7 Choice of Law and Venue. The validity, performance and all other matters relating to the interpretation and effect of this agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles. Buyer and Seller agree that the state courts of Montgomery County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties hereto pertaining directly or indirectly to this agreement and all documents, instruments and agreements executed pursuant hereto, or to any matter arising therefrom. In any collection action or litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's and para-professional fees from the non-prevailing party.