[VAR – END USER LICENSE AGREEMENT WITH APTEAN]

END USER SOFTWARE LICENSE AGREEMENT
On-Premise Subscription License

This End User Software License Agreement is entered into by and between [INSERT CUSTOMER NAME], located at [INSERT CUSTOMER ADDRESS] ("**Customer**"), and Aptean, Inc., located at 4325 Alexander Drive, Suite 100 Alpharetta, GA 30022 ("Licensor," and together with Customer, collectively, the "**Parties**"). This End User Software License Agreement consists of the General Terms and Conditions and the Professional Services Terms attached hereto as Exhibit A (together with all amendments hereto, Statements of Work and Order Forms issued hereunder from time to time, collectively, this "**Agreement**").

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date entered in the signature blocks below (the "**Effective Date**").

[INSERT CUSTOMER NAME]	**Aptean, Inc.**
By:_____	By:_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date
_____	
Email	

GENERAL TERMS AND CONDITIONS

1. Definitions. Capitalized terms shall be defined as set forth below or elsewhere in this Agreement.

a. "Affiliate" means any entity directly or indirectly controlling, controlled by or under common control by another entity. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

b. "Customer Materials" means any data or materials, provided by Customer, that are used in connection with the Software or Service Deliverables, such as technical information and functional specifications, user data, logos, photographs, compilations of facts, artwork, animations, video or audio files, or source materials for any of the foregoing.

c. "Intellectual Property Rights" means copyrights, trademarks, service marks, patents, trade secrets, and other related proprietary or statutory rights that have been or subsequently exist pursuant to all applicable statutes, laws, regulations, treaties or common law in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

d. "License Configuration" means the particular components, license metrics, optional modules and languages of the Software licensed hereunder as set forth in the Order Form. License metrics may include but are not limited to:

i. "Concurrent User License" the maximum number of users that may access the Software at any one time.
ii. "Named User License" means any individual for whom there is a unique user login account permitting such individual to access and use a component of the Software. Each Named User must be assigned a user login account and may not permit more than one person to use this user login to access or use the Software.
iii. "Transaction, Server, Device, Database or Application License" a specified number of transactions, servers, databases, applications, or other metric as set forth in the Order Form that Customer may use with the Software.

e. "Licensor Products and Services" means Software (including Initial License Configuration), Professional Services, Service Deliverables, Maintenance Services, training services and other services provided by Licensor under this Agreement.

f. "Licensor Related Parties" means, collectively, Licensor, its Affiliates, and their respective members, shareholders, partners, owners, officers, directors, employees, licensors, agents and representatives.

g. "Maintenance Releases" means Software updates or version releases, including bug fixes, maintenance, support, modifications, additions and enhancements developed after the Effective Date that Licensor generally makes available to its customers as part of Maintenance Services.

h. "Maintenance Services" means the maintenance and support services to be provided to Customer by Licensor according to Licensor's maintenance and support policy for the applicable Software or provided by Licensor's reseller partner that sold the Licensor Products and Services to Customer (the "VAR").

i. "Order Form" means Licensor's order form signed by Aptean and VAR whereby Licensor agrees to supply certain Software, Maintenance Services or other products or services related to the Software pursuant to the terms and conditions of this Agreement and the agreement between Licensor and VAR (the "VAR Agreement").

j. "Software" means those components of proprietary Licensor software and Third Party Software, if any, as set forth in an Order Form, together with Maintenance Releases that are provided in connection with such software and updated versions of such software otherwise purchased separately by Customer.

k. "Third Party Servicers" means third parties hired by Customer to provide services, as approved in advance by Licensor in writing. Upon Customer hiring a Third-Party Servicer(s), Customer must ensure that the Third Party Servicer(s) has agreed to the following terms: (I) confidentiality terms that are substantially similar to the ones contained herein (ii) language that indicates the Software and Deliverables are owned by Licensor; and (iii) a requirement that the Third-Party Servicer use the Software and Service Deliverables only for providing services to the Customer in accordance with the license granted herein.

l. "Third Party Software" means certain software supplied by third parties that Licensor resells, distributes or otherwise provides access to as part of the Software. Customer's use of Third Party Software is governed by the license terms that either come with the Third Party Software or are published by the applicable Third Party Software owner.

m. "User" means any individual accessing or using the Software, and includes Third Party Servicers.

2. Delivery of Software. Unless otherwise set forth in an Order Form, Licensor will electronically via the Internet deliver to the VAR the Software that Customer licenses under this Agreement.

3. Software Licenses.

a. License Grant. Licensor, indirectly via the VAR, hereby grants to Customer, subject to the terms and conditions of this Agreement and the agreement between Customer and VAR, a personal, limited, non-exclusive, non-transferable, non-assignable license, without right of sublicense, to (i) install the Software and Service Deliverables in machine-readable object code format on a certain number of servers owned or leased by Customer and maintained for access solely by the Customer, and (ii) permit the Software to be accessed or used according to the License Configuration and solely for Customer's internal business purposes (the "**License**"). Customer may make one copy of the Software solely for archival and back up purposes, provided executable copies of the Software may be used for development and testing purposes only. The License is perpetual unless otherwise indicated or unless otherwise terminated pursuant to Section 9. For the avoidance of doubt, unless otherwise set forth on the applicable Order Form, the License is granted solely to the Customer and not to any of its Affiliates.

b. Authorization of Users. Customer warrants that it is authorized to bind, and by virtue of its execution hereof, binds Users to the terms and conditions of this Agreement as if the Users were the Customer. Customer shall indemnify, defend, and hold harmless Licensor Related Parties from and against any damages sustained by Licensor due to the breach of the foregoing warranty by Customer.

c. Restrictions on Use. Customer may not: (i) use, copy, modify, translate, merge or create derivative works of the Software, Service Deliverables, documentation or training materials except as expressly provided in this Agreement; (ii) disable or circumvent any licensing control feature in the Software or Service Deliverables; (iii) reverse-engineer, disassemble, or decompile the Software or Service Deliverables or otherwise attempt to access or determine its underlying source code, underlying ideas, underlying user interface techniques or algorithms, or permit any such actions; (iv) sell, distribute, lend, sublicense, rent or lease all or any portion of the Software or Service Deliverables; (v) use the Software or Service Deliverables on a service bureau or time-share basis or as an application service provider; (vi) host, virtualize or otherwise provide access to or enable use of the Software or Service Deliverables by any individual(s) not permitted to use the Software pursuant to this Agreement provided that Customer may obtain such services directly from VAR; (vii) disclose the results of any benchmarking of the Software or Service Deliverables (whether or not obtained with Licensor's assistance) to third parties; (viii) use the Software or Service Deliverables to develop or enhance any product that competes, directly or indirectly, in Licensor's determination, with the Software or Service Deliverables; (ix) remove the copyright, trademark, or any other proprietary rights or notices included within the Software or Service Deliverables or on and in the documentation and training materials; (x) use the Software in any way that would infringe any Intellectual Property Right of third parties; or (xi) use the Software or Service Deliverables in a manner that would violate any law applicable to Customer or Licensor.

4. Maintenance and Other Services.

a. **Customer Maintenance Services.**

i. During the Term of this Agreement (as defined below), VAR will provide Customer with Maintenance Services for the Software. VAR may also provide professional services ("Professional Services").

ii. In the event Aptean provides Customer with Maintenance Services, the terms set forth in this Section 4(a)(ii) shall apply. Aptean will provide Maintenance Services during the Term. Licensor's obligation to provide Maintenance Services for Third Party Software is limited to using commercially reasonable efforts to obtain Maintenance Releases from its third party suppliers. Customer agrees that Maintenance Services shall be provided only by VAR, Licensor, its Affiliates or Third Party Servicers.

b. Licensor Personnel. Licensor reserves the right to perform its obligations from locations and/or through use of Licensor Affiliates and subcontractors, worldwide, provided that Licensor will be responsible for such parties.

5. Ownership and Copyright.

a. Software. All right, title and interest (including all Intellectual Property Rights) in and to the Software, related documentation and training materials Licensor provides are owned by Licensor or its suppliers, as applicable, and are protected by intellectual property laws, including copyright, patent, trademark, and/or trade secret laws. Any rights not expressly granted herein are reserved to Licensor and its licensors.

b. Customer Materials. Subject to Sections 5(a) and 11(b), all right, title and interest (including all Intellectual Property Rights) in and to the Customer Materials are owned by Customer or Customer's suppliers.

6. Warranty.

a. Representations and Warranties. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that Customer has neither falsely identified itself nor provided any false information to Licensor and that Customer's billing information is correct.

b. Limited Warranty. For a period of ninety (90) days following the effective date of the Order Form in which Customer licenses new Software ("**Software Warranty Period**"), Licensor warrants that the Software (excluding Third Party Software), will in all material respects conform to and perform in accordance with Licensor's published documentation for the applicable Software. Customer must report any breach of the foregoing warranty to Licensor pursuant to Section 11(d) within the Software Warranty Period. Customer's exclusive remedy for a breach of this warranty during the Software Warranty Period is the correction of any material reproducible nonconformity in the Software so that it conforms to this warranty.

c. Customer's use of the Software in breach of this Agreement will immediately void the limited warranty offered under this Section 6. Notwithstanding anything in this Agreement to the contrary, Licensor does not warrant the Third Party Software, but Licensor will use commercially reasonable efforts to pass on to Customer the benefits of any warranties Licensor has received from the Third Party Software vendors. Customer acknowledges and agrees that any warranties for Third Party Software, if any, are made solely by the Third Party Software owner.

d. Warranty Disclaimer. THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 6(b) CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY LICENSOR WITH RESPECT TO THE LICENSOR PRODUCTS AND SERVICES. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 6(b), LICENSOR PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND LICENSOR EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING THOSE BY APTEAN'S SUPPLIERS). LICENSOR EXPLICITLY EXCLUDES ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR QUIET ENJOYMENT, AS WELL AS ANY WARRANTIES THAT THE LICENSOR'S PRODUCTS AND SERVICES WILL BE FREE OF INTERRUPTIONS OR ERRORS. LICENSOR SHALL NOT BE LIABLE FOR EITHER CUSTOMER'S OR ANY THIRD PARTY'S UNAUTHORIZED ACCESS TO CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT NOR FOR CUSTOMER'S OR ANY THIRD PARTY'S UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY THIRD PARTY'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.

e. Customer acknowledges and agrees that the warranty set forth in Section 6(b) shall not apply to any Software delivered to Customer prior to the date of this Agreement, if applicable, by VAR, Licensor, its Affiliates or any of its respective predecessors.

7. Indemnification.

a. Claims Related to Software. Subject to Section 7(b) and 7(e), Licensor will, at its expense and under its control (including selection of counsel), defend and/or settle any claim, suit or proceeding brought by a third party (each, a "**Claim**") against Customer, its Affiliates, or their respective officers, directors, employees and agents alleging that the Software or any Service Deliverable, as provided by Licensor, infringes any U.S., E.U. or Canadian copyright, trademark, trade secret or patent issued as of the Effective Date. In addition, Licensor will pay any final judgment awarded against Customer for such Claim or any settlement amount agreed to by Licensor.

b. Exclusions. Licensor will have no obligation under Section 7(a) with respect to any Claim arising out of or based upon: (i) Customer's modification of the Software; (ii) Customer's combination or use of the Software with programs not supplied or explicitly permitted by Licensor in writing; (iii) any unauthorized use of the Software; (iv) Customer's use, reproduction or distribution of other than the most recent or a modified version of the Software provided by Licensor or available to Customer where such infringement would have been avoided by Customer's use or implementation of the most recent version of the Software; (v) Customer Materials used with or incorporated in the Software ; (vi) continued use of any infringing Software after being provided notice to cease use of such Software.

c. Enjoinment. If Customer's use of the Software is or, in Licensor's determination, is likely to be enjoined, Licensor may, at its option and expense, without limiting its indemnity obligations hereunder, procure the right for Customer to continue to use the Software or modify the Software in a manner that has materially equivalent functionality so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, Licensor may require the return of any such Software and refund to Customer amounts paid for such Software less a credit for use based on straight line depreciation applied on a quarterly basis over five (5) years from the date of initial delivery of the Software.

d. Indemnification by Customer. Subject to Section 7(e), Customer shall, at Customer's expense, defend and/or settle any claim, suit or proceeding brought by a third party against Licensor or Licensor Related Parties and arising out of or related to: (i) the Customer Materials; (ii) Customer's unauthorized use of the Software; (iii) Customer's modification of the Software without Licensor's explicit written consent; or (iv) Third Party Servicer's negligence, acts or omissions in connection with the Software.

e. Procedure. If a Party (the "**Indemnitee**") receives any notice of a Claim or other allegation with respect to which the other Party (the "**Indemnitor**") has an obligation of indemnity hereunder, then the Indemnitee will, in order to qualify for Indemnification under this Section 7, within twenty (20) days of receipt of such notice, give the Indemnitor written notice, of such Claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such Claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the Claim. The Indemnitor shall immediately assume the full control of the defense or

settlement of such Claim or allegation, including the selection and employment of counsel, and shall pay all authorized and documented costs and expenses of such defense.

f. Exclusive Remedies. THE INDEMNITY AND OTHER REMEDIES SET FORTH IN THIS SECTION 7 SHALL BE THE EXCLUSIVE REMEDIES OF THE PARTIES WITH RESPECT TO ANY CLAIM FOR WHICH A PARTY HAS AN OBLIGATION OR INDEMNITY PURSUANT TO THIS SECTION 7.

8. Limitation of Liability.

a. IN NO EVENT SHALL LICENSOR OR LICENSOR RELATED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR, OR COSTS INCURRED AS A RESULT OF, LOSS OF TIME, LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, LOSS OF GOOD WILL, BUSINESS INTERRUPTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN NO EVENT SHALL LICENSOR'S OR LICENSOR RELATED PARTIES' AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AGGREGATE PAYMENTS MADE BY CUSTOMER IN THE FIRST TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM.

9. Term and Termination.

a. Term. The term of this Agreement shall be as set forth in the Order Form (including any renewal terms) unless terminated by either party according to this Section 9 (the **"Term"**). Customer may not terminate Maintenance Services and continue use of the Software.

b. Termination.

i. In the event Customer cancels the License, or Licensor terminates the License or this Agreement at any time prior to the end of the Term, Customer agrees to immediately pay to VAR the outstanding license fees that Licensor would have received for the entire Term, less any license fees previously paid by Customer for the aforementioned period. The Parties agree that this payment is to be considered liquidated damages, and not a penalty, and the Parties agree that this amount is a fair and reasonable estimation of Licensor's damages in the event Customer breaches Customer's obligation to maintain the License through the end of the Term.

ii. If either Party fails to materially comply with any of the terms and conditions of this Agreement and such Party fails to correct such non-compliance within thirty (30) days following written notice thereof ("**Cure Period**") by the other Party (the "**Non-Breaching Party**"), then such Non-Breaching Party may terminate this Agreement with written notice to the other Party. Failure to make timely payments is a material breach of this Agreement. Subject to applicable law, either Party may terminate this Agreement with written notice to the other Party (the "**Affected Party**") if: (i) a receiver is appointed for the Affected Party or Affected Party's property; (ii) Affected Party makes an assignment for the benefit of Affected Party's creditors; (iii) any proceedings are commenced by, for or against the Affected Party under any bankruptcy, insolvency or debtor's relief law; or (iv) the Affected Party commences steps to liquidate, dissolve or wind-up its business. Licensor may, at its sole discretion, temporarily suspend Customer's rights to any Software, service or deliverable prior to exercising its right to terminate this Agreement pursuant to this Section 9(b).

c. Effect upon Termination. Upon termination of this Agreement ("**Termination**"), all licenses granted herein shall automatically cease and Customer shall discontinue all use of the Software and Service Deliverables and destroy any copies thereof in Customer's possession or control. Upon Licensor's request, Customer shall deliver to Licensor a certificate executed by an authorized officer of the Customer stating that Customer has destroyed all such copies of the Software and Service Deliverables. Any obligation of either Party which accrued prior to Termination, including without limitation, any payment due and owing, and Sections 1 (Definitions), 5 (Ownership and Copyright), 6 (Warranty), 7 (Indemnification), 8 (Limitation of Liability), 10 (Confidential Information), and 11 (Miscellaneous) shall survive the Termination. Termination of this Agreement shall also automatically terminate any active Statements of Work or Maintenance Terms.

10. Confidential Information.

a. "**Confidential Information**" means: (i) a Party's proprietary technology or computer software in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention (collectively the "**Proprietary Technology**"); (ii) manuals, notes, documentation, technical information, drawings, diagrams, specifications, formulas or know-how related to any of the Proprietary Technology; (iii) information regarding current or proposed products, customers, contracts, this Agreement, business methods, financial data or marketing data, financial results and projections, company and market strategy, product and

competitive sales analysis and plans, product or marketing plans, pricing plans or structures, personnel and recruiting matters, and future releases; and (iv) offers or proposals which are provided by a Discloser (as defined below), including the fees charged by Discloser and such Confidential Information is in written or other form.

b. A Party receiving Confidential Information ("**Recipient**") of the other Party ("**Discloser**") shall: (i) not disclose the Confidential Information to any third party at any time and Recipient shall limit disclosure of Confidential Information within its own organization to its employees or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the terms of this Agreement; and (ii) protect the confidentiality of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or government body, provided that Recipient shall first give notice to Discloser so as to allow Discloser a reasonable opportunity to obtain a protective order for protecting the confidentiality of such information (unless such notice would violate applicable law). If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose. Recipient shall immediately notify Discloser of any actual or suspected unauthorized disclosure of Confidential Information. For the avoidance of doubt, the Customer may disclose this Agreement without notice to Licensor in order to comply with applicable law.

c. The obligations described in Section 10(b) impose no obligation upon Recipient with respect to any Confidential Information that (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed by Discloser without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

d. Upon the written request of Discloser, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information and, upon request, provide a certificate from an authorized officer of completion of the foregoing.

e. The terms set forth in this Section 10 replace any prior non-disclosure or similar confidentiality agreement executed between the Parties.

11. Miscellaneous.

a. Audit. During the term of this Agreement and for a period of one (1) year following Termination, upon Licensor's request, but not more than twice each year and upon reasonable notice, Customer will permit Licensor to perform an audit of Customer's records and computer systems that are relevant to Customer's use of the Software in order to confirm Customer's compliance with this Agreement. Licensor will conduct any audit during Customer's normal business hours. Customer will immediately pay Licensor the amount of any additional fees that are found to be payable under this Agreement as a result of any audit. If an audit reveals that Customer has underpaid any fees by more than five percent (5%) of the amount properly payable, then Customer will reimburse Licensor for Licensor's entire cost of conducting the audit.

b. Information Collection and Use. Notwithstanding anything to the contrary in this Agreement, Licensor may collect information about Customer's use of Licensor Products or Services. Customer hereby grants to Licensor a perpetual, non-cancelable, worldwide, royalty-free, non-exclusive right to utilize any data that arises from the use of the Licensor Products and Services by Customer whether disclosed on or prior to the Effective Date for any legitimate purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information.

c. Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Georgia, without regard to its conflicts of laws rules. The state and federal courts located in Atlanta, Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred therein. The parties agree that the Uniform Commercial Code, the Uniform Computer Information Technology Act and the United National Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

d. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after mailing via certified mail or overnight courier, return receipt requested; or (iii) the first business day after sending by email with confirmed delivery to the email address on the signature page for Customer and the designated email below for Licensor, except that notices of termination, breach of this Agreement or an indemnifiable Claim may not be sent by email. All notices to Customer shall be addressed to the primary contact person as designated by Customer. Notices to Licensor shall be addressed to the attention of its General Counsel and a copy to its Chief Financial Officer at the following address:

Aptean, Inc. or its affiliate
4325 Alexander Drive, Suite 100

Alpharetta, GA 30022
Attn: General Counsel
Email: Legal-NorthAmerica@aptean.com

e. Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable for failure to perform or for delay in performance hereunder due to causes beyond its reasonable control, including acts of God, fires, floods, earthquakes, accidents, Internet service interruptions or slowdowns, vandalism or "hacker" attacks, strikes (other than those involving either Party's employees), acts of war, acts of terrorism, riot, embargoes, acts of civil or military authorities, or intervention by governmental authority; provided that such Party gives prompt written notice thereof to the other Party. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

f. Customer Lists and Press. Licensor is permitted to use Customer's name, logo and related marks in i) lists with other customers, ii) investor presentations, iii) internal presentations, iv) required governmental filings including, but not limited to, SEC filings, earnings announcements or financial presentations, and v) listings of other similar relationships. Either Party may make public announcement(s) or issue press releases relating to this Agreement or the relationship established by this Agreement with the prior written consent of the other Party.

g. Injunctive Relief. Customer acknowledges that the breach or threatened breach of this Agreement could give rise to irreparable injury to Licensor which would be inadequately compensated in monetary damages. Notwithstanding anything in this Agreement to the contrary, Licensor shall retain the right to seek a restraining order and/or injunctive relief in any court of competent jurisdiction in addition to any other legal remedies which may be available. Customer agrees that Licensor will not be required to post a bond in seeking injunctive relief under this Agreement.

h. Anti-Bribery Compliance; Trade Controls. Customer agrees to comply with all applicable laws, including, without limitation, (i) laws prohibiting bribery and corruption (e.g. the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, both as amended); (ii) export, re-export, transfer and re-transfer control laws and regulations (e.g. the Export Administration Regulations maintained by the U.S. Department of Commerce and the International Traffic in Arms Regulations maintained by the Department of State); and (iii) trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, the U.S. Department of State, the European Union, and HM Treasury. Customer hereby indemnifies and holds harmless, subject to Section 7(e), to the fullest extent permitted by law, Licensor Related Parties and its assigns from and against any fines, penalties, judgments, settlements, and reasonable documented costs, including attorneys' fees, that may arise as a result of Customer's and Customer's agents', officers', directors' or employees' breach of this provision.

i. US Government Rights. The Software, applicable documentation and Service Deliverables are "commercial items", as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the US Government or any contractor therefor, Customer shall receive only those rights with respect to the Software, applicable documentation and Service Deliverables as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

j. Assignment. Customer may not assign or transfer (including by a Change of Control) this Agreement, Customer's interest herein or the license granted to Customer herein without Licensor's prior written consent and payment to Licensor of a transfer fee based on Licensor's then-current prevailing rates and any purported assignment in violation of this Section shall be void. Licensor may assign or transfer (including by operation of law or Change of Control), in whole or in part, this Agreement to an Affiliate of Aptean or to any third party, in each case, without prior notice or approval from Customer. "**Change of Control**" means (i) a sale of all or substantially all of an entity's assets, (ii) a merger, or (iii) a reorganization, consolidation, a sale of an entity's equity or other transaction in which more than 50% of such entity's voting securities, capital stock or other ownership interests are transferred. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the assigning Party's successors and permitted assigns. Unless otherwise specifically agreed to by the non-assigning Party, no assignment by either Party shall relieve the assignor from its obligations pursuant to this Agreement.

k. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the Parties.

l. Arbitration. Except for Customer's payment obligations, Customer's breach of Section 3, Section 5 and Section 10 and except as otherwise provided herein, any and all disputes, controversies or claims between the Parties hereto, arising under, out of or in any way relating to this Agreement shall be referred to arbitration and finally settled by arbitration. A party may elect to commence arbitration by providing written notice (the "**Arbitration Notice**") to the other Party in accordance with the terms of this Agreement. Subject to the provisions hereinafter set forth, the arbitration shall be conducted and finally determined in accordance with the rules of the American Arbitration Association, modified as follows: (i) the arbitration shall be conducted by a single arbitrator agreed to by the Parties located in Fulton County, Atlanta, Georgia; (ii) the decision of the arbitrator shall be final and binding and no Party shall appeal the decision on any basis to any court; (iii) upon failure, refusal or inability of any arbitrator to act, his or her successor shall be appointed in the same manner as provided for his or her original appointment; and

(iv) the arbitrator shall render a decision and an award in writing with counterparty copies to all parties. The arbitrator shall have no right to modify the terms of this Agreement. Each Party shall be responsible for its own costs of the arbitration, including travel, fees and expenses of counsel, and expert and witness fees. Each Party shall be responsible for paying 50% of the fees charged by the arbitrator.

m. Non-Solicitation of Employees. During the term of this Agreement and for a period of one (1) year following termination or expiration thereof, neither Party shall, directly or indirectly, solicit for hiring, hire or accept any services or work from any employees of the other Party without first obtaining prior written consent. Notwithstanding the foregoing, this provision shall not restrict the right of either Party to solicit or recruit generally in the media, and shall not prohibit either Party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially solicited or recruited by the hiring Party.

n. Third-party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the Parties, any rights or remedies by reason of this Agreement; provided, however, that Aptean, Inc. and third party suppliers of software products provided herein are third party beneficiaries to this Agreement as it applies to their respective software products.

o. Entire Agreement, Modifications, Severability, Waivers, Reservation of Rights. This Agreement, together with all exhibits, schedules, Order Forms, Statements of Work, addenda and other amendments hereto, collectively, contains the entire agreement with respect to the subject matter hereof and supersedes all previous agreements between the Parties. All such ancillary documents are incorporated into this Agreement by reference. The Parties acknowledge that in entering into this Agreement they have not relied on any representation, warranty or undertaking, whether oral or in writing, except for those expressly incorporated herein. This Agreement may not be modified except by written instrument signed by both Parties. All terms, conditions, or provisions which may appear as pre-printed language or otherwise be inserted within any purchase order shall be of no force and effect and acceptance of a purchase order will not constitute as a written instrument modifying this Agreement. If any provision of this Agreement is declared invalid or unenforceable the remaining provisions of this Agreement shall remain in full force and effect. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. If a Party executes this Agreement via electronic signature, then such electronic signature shall be deemed to be such Party's original signature. The exchange of copies of this Agreement and of the signature pages by electronic transmission shall be considered the original Agreement for all purposes.