



VERA License Agreement

This Master License Agreement (“Agreement”) is between Tx3 Services, LLC, with a place of business at 980 Harvest Drive, Suite 205, Blue Bell PA 19422 (“Tx3”) and the legal entity identified on one or more order forms, purchase orders, or similar documents (“Orders”) that incorporate this Agreement by reference (“Customer”). This Agreement governs Customer’s access and use of Tx3’s software commonly known as “VERA,” (“Software”).

If no such order form, purchase order, or similar document exists, then “Customer” is the user that is installing or using the Software, and if doing so on behalf of an employer, then “Customer” includes the employer as well.

BEFORE INSTALLING OR USING THE SOFTWARE, CUSTOMER MUST READ THIS AGREEMENT CAREFULLY. INSTALLING OR USING THE SOFTWARE, OR CLICKING "ACCEPT" OR A SIMILAR BUTTON IN THE COURSE OF INSTALLING THE SOFTWARE, MEANS THAT CUSTOMER HAS READ, UNDERSTANDS, AND ACCEPTS THIS AGREEMENT. Customer represents to Tx3 that it is lawfully able to enter into contracts (e.g., is not a minor). If Customer is entering into this Agreement or using the Software for the benefit of a legal entity, such as the company Customer works for, then Customer represent to Tx3 that it has legal authority to bind that entity.

1. License Grant and Restrictions.

- a. **License.** Subject to the terms and conditions set forth in this Agreement and in the applicable Order (e.g., limitations on the number of users, processors), Tx3 grants to Customer a worldwide, non-exclusive, non-sublicensable (except as specifically set forth in Section 1(f) hereof), non-transferable (except as specifically set forth in this Agreement), license, for the duration set forth in the applicable Order (e.g., perpetual, annual, three-year) to: (i) use the Software for Customer's internal business purposes; and (ii) make a reasonable number of copies of the documentation accompanying the Software ("**Documentation**") in support of Customer's licensed use of the Software (collectively, the "**License**").
- b. **License Restrictions.** Customer will use the Software only for its own internal business purposes, and may not loan, distribute, rent, or lease the Software, and will not make the Software available as a service or on a service bureau basis. Furthermore, Customer shall not distribute to any third party or make publicly available the Software. Customer will not disassemble, reverse engineer, or take other action to attempt to derive the source code of the Software, except to the extent that applicable local law expressly permits such activity. Customer may make one copy of the Software for backup purposes only. Customer will not remove any disclaimer, copyright, trademark, proprietary rights, or other notice included on or embedded in the Software or the Documentation.
- c. **Reservation of Rights.** As between Customer and Tx3, Tx3 retains ownership of the Software and Documentation, and all intellectual property therein. All rights not expressly granted to Customer are reserved by Tx3. Customer has no rights to use, modify, distribute, copy, or reproduce the Software or Documentation except as expressly set forth in this Agreement.
- d. **Feedback.** From time to time Customer may provide suggestions, enhancement or modification requests, recommendations or other feedback relating to the Software (the "Suggestions"). Tx3 owns all right, title and interest in any Suggestions, and Customer hereby assigns and transfers to Tx3 all its right, title and interest (including all intellectual property rights) in and to the Suggestions. Customer agrees to provide Tx3 any assistance Tx3 reasonably requests to document, perfect, and maintain its rights in the Suggestions.
- e. **Attribution.** Customer hereby grants to Tx3 a royalty-free, non-exclusive license during the Term to use Customer's trademarks, service marks, and other proprietary indicia in a client list on Tx3's website, in its marketing materials, and in its press releases. Tx3 will comply with Customer's reasonable written requests as to the usage, display, and presentation of such trademarks, service marks, or other proprietary indicia. Furthermore, Customer consents to Tx3 releasing a press release announcing that Customer is a customer, provided that Tx3 does not release the pricing, or other details of the parties' business relationship. Except as expressly provided in this Section 1(e) or otherwise in this Agreement, neither party will use the other party's trade or service marks or other proprietary indicia without the other party's prior written consent in each instance.
- f. **Sublicense.** Subject to the terms and conditions of this Agreement, Customer may only sublicense the rights granted to it hereunder to a paying customer of Customer (the "Sublicensee"), and the Sublicensee is only permitted to use the Software for its own internal business purposes. Sublicensee has no right to sublicense the Software to any third party. As a condition precedent to a sublicense pursuant to this Section 1(f), Customer must be fully compliant with the terms and conditions of this Agreement, and thereafter shall be fully responsible for satisfaction of the obligations and compliance with the terms and conditions of this Agreement by itself and by all Sublicensees. Additionally, Sublicensees must agree in writing to be obligated by and comply with all terms and conditions of this Agreement as if Sublicensee were "Customer" hereunder, and Tx3 must be a third-party beneficiary of all sublicense agreements. Tx3 reserves the right, in its sole discretion, to remove, terminate or shut-off any Sublicensee's access to, or use of, the Software, if Tx3 has reason to believe that Sublicensee is violating or breaching any term or condition of this Agreement or a sublicense agreement.

2. Payment

Tx3 will invoice Customer for the fees set forth in each Order, upon execution of such Order or as otherwise set forth therein. Customer shall pay the amounts set forth in each such invoice within thirty (30) days of its date (or the period set forth in the applicable Order), in U.S. dollars, by check, ACH transfer, or other method mutually agreed by the parties (email sufficing). Customer shall be responsible for any applicable sales, use, value added or similar taxes payable with respect to the licensing of Software to Customer, or arising out of or in connection with this Agreement, unless such taxes levied or imposed are based upon Tx3's income. If Customer has tax-exempt status, Customer shall provide written evidence of such status to Tx3 promptly after first using the Software. Customer must provide Tx3 with written notice of any disputed fees within fifteen (15) days after the date of the applicable invoice, or will have waived its right to dispute fees. If a dispute is properly submitted for the applicable invoice, Customer agrees to pay the invoiced amount minus the disputed amount on or before the due date. The dispute notice shall set forth in reasonable detail the information concerning the disputed charges and reasons for the dispute. If the parties are not able to resolve such dispute within thirty (30) days of the date of such notice, then either party may terminate this Agreement immediately on written notice to the other and Customer's right and license to use the Software will automatically end upon such termination. Tx3 may charge interest on overdue amounts at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is less. In the event that Tx3 must institute legal proceedings to collect any fees or enforce its rights under this Agreement, Customer shall be liable for all reasonable attorneys' and professionals' fees and other legal and collection costs associated therewith, including any fees owed to collections agencies.

3. Support

During the Term and subject to Customer's timely payment of the support fees (for perpetual Software licenses), or annual subscription fees (for periodic Software licenses) set forth in the applicable Order or otherwise agreed by Customer, Tx3 will maintain the Software and support Customer's use thereof, in accordance with Tx3's standard maintenance and support policies. Tx3 will provide a copy of such policies to Customer promptly upon request.

4. Term; Termination

- a. **Term.** This Agreement will begin when Customer first accesses or uses the Software, or both parties sign the first Order, whichever is earlier, and will continue until terminated as permitted herein ("**Term**").
- b. **Termination.** Either party (the "**Terminating Party**") may immediately terminate this Agreement upon written notice to the other party in the event that: (i) the other party materially breaches this Agreement including, without limitation, the obligation to pay amounts due under this Agreement and such breach is not cured within thirty (30) days after written notice from the Terminating Party; or (ii) upon the other party's dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, assignment for the benefit of creditors, or the appointment of a receiver, trustee, custodian, or similar agent for the party's business or property. In the event that Tx3 terminates this Agreement, Customer's right and license to use the Software will automatically end upon such termination.
- c. **Survival.** The following sections will survive termination of this Agreement: 1(d), 4(c), 5 (for a period of two (2) years), and 8 – 10.

5. Confidentiality

For the purposes of this Agreement, "**Confidential Information**" means the terms of this Agreement, and any non-public information or other materials provided by one party to the other under or in connection with this Agreement that is either: (a) in tangible form marked as "confidential" or

"proprietary" or with a similar legend; (b) in intangible form that is designated by the disclosing party as confidential at or near the time of disclosure; or (c) a person would reasonably understand under the circumstances to be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used. Confidential Information does not include any information to the extent that the receiving party can reasonably demonstrate such information: (w) is or becomes part of the public domain, other than as a result of the actions of the receiving party or its employees or contractors; (x) was already rightfully known to the receiving party as of the time it is disclosed to or obtained by the receiving party and without limitation on use or disclosure; (y) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (z) is independently developed by the receiving party without reference to the other party's Confidential Information. Except with the prior written consent of the disclosing party, a receiving party shall not: use the disclosing party's Confidential Information except to exercise or its rights or perform its obligations in this Agreement, or disclose the disclosing party's Confidential Information other than: (i) to such party's attorneys, accountants and financial representatives under a duty of confidentiality as may be reasonably necessary in order to receive their professional advice; (ii) to such party's employees and contractors who have a need to know; and (iii) in connection with any legal, governmental or administrative proceeding, provided that the receiving party gives prior written notice of such disclosure to the disclosing party (if legally permitted) in order to afford the disclosing party a reasonable opportunity to seek a protective order and the receiving party cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. Notwithstanding anything in this Agreement to the contrary, Tx3 may derive data from usage of the Software, that does not identify Customer (collectively, "**Aggregated Data**"). Tx3 owns all rights, title, and interest in and to Aggregated Data, and may use it for Tx3's business purposes, such as improving its products and services.

6. Right to Audit

Customer agrees to keep complete and accurate records (including, but not limited to, a complete copy of the log files for the Software, where applicable) to permit an accurate assessment of Customer's and any Sublicensee's compliance with its permitted Software usage. At any time upon thirty (30) days' prior written notice, but not more than once per year unless Tx3 has reason to believe that a violation of this Agreement has occurred, Tx3 may require Customer or any Sublicensee to perform a self-audit of Customer's or Sublicensee's usage of the Software and report the results thereof to Tx3. Following Customer's or Sublicensee's self-audit, Tx3 may also perform an audit of Customer's or Sublicensee's use of the Software by either reviewing Software use on-site or by VPN. Tx3 agrees to fully comply with all reasonable security requirements of Customer and will furnish Customer with a copy of its audit report upon written request. If an audit reveals that Customer or a Sublicensee has used any Software beyond the scope of its license, Customer or Sublicensee shall cure such breach within thirty (30) days of written notice by Tx3 by paying all applicable fees in accordance with Tx3's then-current price list, together with reasonable Tx3 costs associated with the performance of the audit (if any). Tx3's acceptance of any payment shall be without prejudice to any other rights or remedies of Tx3 under this Agreement or applicable law. Customer shall be required to obligate each Sublicensee to be bound by and comply with this Section 6.

7. Warranty, Remedy and Restrictions

- a. **Tx3 Warranties.** Tx3 represents and warrants to Customer that Tx3 has the legal power and authority to enter into this Agreement, and the Software, as delivered by Tx3 to Customer and installed and used in accordance with the Documentation, will perform substantially in compliance with the specifications as described in its then-current Documentation for ninety (90) days from the date of delivery to Customer ("**Product Warranty**").
- b. **Customer Warranty.** Customer warrants to Tx3 that: (i) it has the legal power and authority to enter into this Agreement; and (ii) Customer shall use the Software in compliance with any laws, rules and regulations applicable to its activities, industry and geographic territory.
- c. **Product Warranty Remedies.** Customer's sole and exclusive remedy for any breach of the Product Warranty is: (i) for Tx3 to exercise reasonable commercial efforts to repair, modify

or replace the Software and, after exercising such efforts without success, (ii) for Tx3 to refund the: unamortized fees paid by Customer for such defective Software depreciated on a three-year, straight-line basis, provided that Customer stops using the Software from and after the date of such refund (for perpetual Software licenses); or prepaid fees, prorated for the duration remaining in the paid-for period (for periodic Software licenses).

- d. **Exclusions.** Tx3 is not obligated to remedy any Software defect that cannot be adequately repeated. The Product Warranty does not apply to any Software that: (i) has been altered, except if such alteration is by Tx3 or by an authorized representative or subcontractor of Tx3, (ii) has been used in conjunction with another vendor's product resulting in the defect where such usage was not approved by Tx3 in writing, (iii) is not the most current version of the Software, (iv) have been subjected to an improper environment, abuse, misuse, accident or negligence or (v) has not been properly installed and operated in accordance with the Documentation. Because the Software and Documentation are complex, Tx3 does not warrant that they are error-free or that their use will be uninterrupted.

8. Indemnification and Infringement

- a. **Tx3 Indemnity.** Tx3 shall defend Customer, its affiliates (but not any Sublicensee), and its and their officers, directors, employees, and agents against any and all third-party allegations, suits, claims, actions or proceedings (each a "**Claim**") resulting from or related to the Software's infringement, misappropriation, or violation of a third party's rights including their intellectual property rights. Tx3 shall indemnify the Customer, its affiliates (but not any Sublicensee), and its and their officers, directors, employees, and agents from any out-of-pocket and reasonably-incurred costs, expenses, and fees (including reasonable attorneys' fees) incurred by them in connection with such Claim, and damages, awards, penalties, and other amounts awarded against or owed to a third party by them (the "**Liabilities**"), resulting from any final non-appealable judgment or settlement (as permitted herein) of such Claim.
- b. **Customer Indemnity.** Customer shall defend Tx3, its affiliates, and its and their officers, directors, employees, and agents against any and all Claims resulting from or related to the Customer's or Sublicensee's use of the Software in violation of law or a third-party's rights including their intellectual property rights. Customer shall indemnify the Tx3, its affiliates, and its and their officers, directors, employees, and agents from any out-of-pocket and reasonably-incurred costs, expenses, and fees (including reasonable attorneys' fees) incurred by them in connection with such Claim, and Liabilities resulting from any final non-appealable judgment or settlement (as permitted herein) of such Claim.
- c. **Further Infringement Obligations.** Should any Software become, or in Tx3's opinion is likely to become, the subject of a claim of infringement or trade secret misappropriation, Tx3 may, at its option and expense either: (i) procure for Customer the right to continue to use the infringing Software, or (ii) replace or modify the infringing Software to make its use non-infringing without loss of substantial functionality. Notwithstanding the foregoing, if Tx3, in its sole discretion, determines that neither of the such options are commercially reasonable, Tx3, at its option, may terminate Customer's license (and any sublicense hereunder) for the infringing Software, in which event Tx3 shall refund the: unamortized fees paid by Customer for such Software depreciated on a three-year, straight-line basis, provided that Customer (and each Sublicensee) stops using the Software from and after the date of such refund (for perpetual Software licenses); or prepaid fees, prorated for the duration remaining in the paid-for period (for periodic Software licenses).
- d. **Infringement Exclusions.** Notwithstanding the foregoing, Tx3 has no liability or obligation to Customer with respect to any Claim based on (i) use of the Software by Customer in combination with other business processes, products, devices, or software that were not furnished to Customer by Tx3 or included with the Software; (ii) modification or alteration of the Software by Customer or its agents, if the infringement would not have occurred but for the modification or alteration; (iii) use of other than a currently supported, unaltered version of the Software, if the infringement would have been avoided by use of the currently

supported unaltered version of the Software, (iv) use of the Software after Tx3 notifies Customer to discontinue use of the Software due to a claim, allegation or proceeding, or (v) use of the Software in excess of the license granted under this Agreement or in violation of the Agreement or applicable Order.

- e. **Indemnification Process.** The foregoing indemnification obligations of each indemnifying party will be dependent on the indemnified party: (i) providing the indemnifying party with prompt written notice of a Claim (except that the indemnified party's failure to promptly notify the indemnifying party only excuses the indemnifying party's indemnity obligation to the extent that the indemnifying party is materially prejudiced thereby); (ii) permitting the indemnifying party to control the defense and settlement of the Claim (except that the indemnifying party shall not, without the indemnified party's prior written approval, agree to any settlement of any Claim that imposes a financial obligation or admission of liability on the indemnified party); (iii) refraining from entering into any settlement or compromise of any such Claim without the prior written approval of the indemnifying party; (iv) providing the indemnifying party with reasonable information and assistance for the defense or settlement of the action (at the indemnifying party's expense); and (v) using all commercially reasonable efforts to mitigate any loss, damage or costs related to the Claim.
- f. **Entire Liability.** THIS SECTION 8 STATES THE ENTIRE LIABILITY OF TX3 WITH RESPECT TO THE INFRINGEMENT OF ANY COPYRIGHTS, PATENTS, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS RELATED TO THE SOFTWARE OR ITS USE.

9. Limitation of Warranty and Liability

- a. **Warranty Limitations.** EXCEPT FOR THE EXPRESS WARRANTIES MADE IN SECTION 7, TX3 MAKES AND CUSTOMER RECEIVES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND TX3 SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FREEDOM FROM VIRUSES, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE; IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR STATUTORY REMEDY. NO STATEMENT WHETHER MADE BY TX3'S EMPLOYEES, AGENTS OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY TX3 FOR ANY PURPOSE OR TO GIVE RISE TO ANY LIABILITY ON THE PART OF TX3 UNLESS SPECIFICALLY CONTAINED IN THIS AGREEMENT.
- b. **Exclusion of Consequential and Related Damages.** EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5, OR A BREACH BY CUSTOMER OF SECTION 1, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER (OR ANY SUBLICENSEE) UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF DATA OR USE OF DATA OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.
- c. **Limitation of Liability.** EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5, OR A BREACH BY CUSTOMER OF SECTION 1, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL FEES PAID BY CUSTOMER TO TX3 UNDER THIS AGREEMENT IN THE SIX MONTHS PRECEDING THE LATEST CLAIM. The foregoing shall not limit Customer's obligation to pay for fees owed to Tx3 under this Agreement.

10. General

- a. **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed in all respects by the laws of the

Commonwealth of Pennsylvania, USA, without giving effect to principles of conflicts of laws. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement. Subject to the following sentence, both parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in or embracing Montgomery County, Pennsylvania, United States of America. Either party may seek emergency or injunctive relief from any court of competent jurisdiction to protect its rights in its Confidential Information or intellectual property.

- b. **Notices.** All notices or reports shall be in writing and shall be delivered by personal delivery, facsimile transmission, e-mail, overnight mail or certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the respective addresses set forth on the applicable Order, and shall be addressed to the Chief Executive Officer. Notices to Tx3 shall include a copy to Baer Crossey McDemus, 1500 Walnut Street, Suite 501, Philadelphia, PA 19102.
- c. **No Agency.** The parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship between the parties.
- d. **Injunctive Relief.** Each party acknowledges that its breach of this Agreement may cause the other party immediate and irreparable damage for which recovery of money damages would be inadequate. Therefore, each party agrees that the other party may be entitled to seek injunctive relief to protect its rights under this Agreement in addition to any other remedies available to said party, without the necessity of posting bond.
- e. **Force Majeure.** Neither party shall be liable to the other, for any failure or delay in the performance of its obligations (except for required payments pursuant to Section 2 and confidentiality obligations pursuant to Section 5) due to any cause that is beyond the reasonable control of such party.
- f. **Waiver.** If one party fails to enforce a provision of this Agreement, it shall not be precluded from enforcing the same provision at another time.
- g. **Severability.** If any provision of this Agreement is deemed unenforceable or invalid by law or by a court decision, the provision shall be changed and interpreted if possible to accomplish the intent of the provision within the constraints of the law. Only that provision that is deemed unenforceable or invalid, and not the entire agreement, shall be invalidated.
- h. **Assignment.** Customer may not assign this Agreement, in whole or in part to any third party without the prior written consent of Tx3; provided, however, Customer may assign this Agreement to an affiliate or entity that acquires all or substantially all of Customer's assets (by merger, asset acquisition, or otherwise) upon written notice to Tx3. However, Tx3 retains the right to prohibit any assignment to a direct competitor of Tx3.
- i. **No Conflicting Terms.** Tx3 shall not accept, and this Agreement does not operate as an acceptance of, any different or additional terms and conditions, and this Agreement shall prevail over any such different or additional provisions, of any Customer order or any other Customer originated instruments.
- j. **Entire Agreement.** This Agreement supersedes all previous agreements, whether oral or written, with respect to its subject matter. This Agreement may only be changed in a writing signed by authorized representatives of each party.
- k. **Order of Precedence.** In the event of any inconsistencies between the Agreement and an Order, the conflict shall be resolved in the following order of priority: (i) Agreement and (ii) Order.
- l. **Export Compliance.** Regardless of whether Customer is a US-based entity, Customer shall not export or re-export any of the Software or Documentation (in whole or in part) to any country without ensuring that such export complies with the Export Administration Regulations of the U.S. Department of Commerce, or any other agency of the U.S.

Government, or similar laws governing the export of software or products of any other government having jurisdiction over such export, re-export, or use, pursuant to any applicable statute, regulation, or governmental order. Customer agrees to remain at all times in full compliance with U.S. Government export policy and regulations and failure of such compliance shall constitute a material breach of this Agreement.

- m. **Restricted Rights** The Software and any related information are commercial computer software and commercial computer software documentation, and, as specified in FAR 12.212 or DFARS 227.7202, and their successors, as applicable, the U.S. federal government's rights to use, reproduce or disclose such software, documentation and other information are restricted in accordance with the terms and conditions of this Agreement. Use, duplication or disclosure by the U.S. federal government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.