

Truyo® End User License Agreement

PLEASE READ CAREFULLY: IF YOU ARE ACCEPTING THIS END USER LICENSE AGREEMENT ("AGREEMENT") ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("CUSTOMER"), YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. UNLESS THE CUSTOMER HAS ANOTHER VALID AGREEMENT FOR THE PURCHASE AND USE OF INTRAEDGE, INC.. ("INTRAEDGE") SERVICES (AS DEFINED BELOW), THIS AGREEMENT GOVERNS YOUR RIGHTS TO THE INTRAEDGE PRODUCTS. BY CLICKING "ACCEPT" CUSTOMER ACCEPTS THIS AGREEMENT AND THE AGREEMENT WILL BE DEEMED A BINDING CONTRACT BETWEEN INTRAEDGE AND CUSTOMER. IF CUSTOMER DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT OR IF YOU DO NOT HAVE AUTHORITY TO BIND THE CUSTOMER, THEN DO NOT SIGN AND CUSTOMER WILL NOT BE AUTHORIZED TO USE THE PRODUCTS.

This Agreement is entered into as of the earliest of the date that Customer accepts the terms and conditions herein, the date set forth on an Order Form, or the date on which Customer installs, activates or uses the Services, whichever is first.

A. DEFINITIONS

1. "Acceptable Use Policy" means IntraEdge's Acceptable Use Policy attached as **Schedule A**.
2. "Affiliate" means any entity controlling, controlled by or under common control with Customer, where "control" means (i) a general partnership interest in a partnership; or (ii) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors.
3. "Customer Personal Information" means any Personal Information Processed by IntraEdge or its Subprocessors pursuant to a service agreement between Customer and IntraEdge or Customer and Reseller.
4. "Documentation" means the written and/or electronic release notes, implementation guides, or other published technical documentation about specific Products that is provided by IntraEdge to Customer together with the delivery of the Products.
5. "License Term" means the term of the license granted for specific Products, as identified in the relevant Order and starting when the Products is first made available for download by Customer.
6. "Order" means any purchase order, product schedule or ordering document between Customer and authorized reseller or between Customer and IntraEdge (if purchasing directly) that identifies the products and/or services licensed or sold and any applicable licensing parameters.
7. "Products" means the object code version of IntraEdge proprietary computer programs (including any software accessed as a service) described in the relevant Order, including any Documentation and Updates.
8. "Updates" means any correction, update, upgrade, patch, or other modification or addition made by IntraEdge to specific Products.

B. SCOPE OF LICENSE.

1. **Product License.** Subject to the terms and conditions of this Agreement, during the applicable License Term, IntraEdge hereby grants to Customer a non-exclusive, non-transferable and non-sublicensable right to access and use the Products solely for Customer's internal use with Customer's ordinary business operations and in accordance with the applicable Documentation. Customer may authorize its and its Affiliates' employees, contractors, and other individual users to access and use the Products on its behalf and for its internal business purposes in compliance with this Agreement, provided Customer is responsible for all such users' actions that violate the terms of this Agreement, any breach by any such user is a breach by Customer. Customer agrees that its purchase of the Product is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by IntraEdge or an authorized reseller with respect to future functionality or features.

2. **Restrictions.** As a condition of the license granted in Section B(1), Customer shall not itself and shall not authorize or permit any third party to: (a) copy the Products, except as expressly permitted by this license; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Products; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Products or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Products, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products, or any features or functionality of the Products, to any third party for any reason, including by making the Products available on a network where it is capable of being accessed by more than one device at any time; or (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Products.

3. **Term and Termination.** The license granted herein with respect to specific Products shall remain effective until the License Term for the relevant Product expires or the license for the relevant Product is terminated. This Agreement shall remain effective until the earliest of termination in accordance with this Section B(3) or expiration of the applicable License Term.

4. **Ownership.** The Products are licensed, not sold, to the Customer by IntraEdge or an authorized reseller. Customer is not obligated to provide IntraEdge with any suggestions or feedback about the products or services ("Feedback"). To the extent Customer does provide Feedback to IntraEdge, Customer assigns ownership of such Feedback to IntraEdge, who may use and modify such Feedback without any restriction or payment.

5. Confidentiality.

(a) As used herein, "Confidential Information" means all non-public and proprietary information of a party ("Discloser") disclosed to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including pricing and other terms for a Product, the Product itself, Documentation, technology and technical information. Confidential Information shall not

include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser; (iii) was independently developed by Recipient without breach of any obligation owed to Discloser; or (iv) is received from a third party without breach of any obligation owed to Discloser.

(b) The Recipient shall (i) only use the Confidential Information of the Discloser to exercise its rights and/or to perform under this Agreement, (ii) use the same degree of care to prevent unauthorized use and disclosure of Discloser's Confidential Information as it does for its own confidential information, but in no event less than reasonable care, and (iii) with respect to employees, contractors, or agents of Recipient, limit access to the Discloser's Confidential Information only to those employees, contractors, or agents who have a need to access such Confidential Information and who are subject to confidentiality obligations at least as restrictive as those specified in this Section 5. The Recipient may disclose the Discloser's Confidential Information to the extent required by any court, governmental body, or law or regulation, provided that, if legally permissible, Recipient shall provide prompt written notice to the Discloser of such disclosure.

6. **Payment; Additional Licensing.** Customer shall pay the fees for IntraEdge products and/or services as set forth in the applicable Order Form and subject to the terms of the applicable services agreement. If Customer is purchasing through a reseller, payment terms will be determined by Customer and the reseller.

7. **Privacy and Data Security.**

(a) Use of Products will not affect Customer's existing ownership or license rights in Customer Personal Information. Client is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to IntraEdge and its contractors and subprocessors to use, provide, store, and process Customer Personal Information. This includes Customer making all necessary disclosures and obtaining consent, if required, before providing personal information. If Customer could be subject to governmental regulation or may require security measures beyond those specified in a Product offering or Documentation, Customer will not input, provide, or otherwise disclose (including by uploading onto IntraEdge's systems) such Personal Information to IntraEdge unless IntraEdge has otherwise first agreed in writing to implement additional security or other measures. IntraEdge's California Data Processing Addendum ("CA DPA") apply and supplement this Agreement, if and to the extent the California Consumer Privacy Act ("CCPA") applies to personal data provided to IntraEdge pursuant to this Agreement. IntraEdge's GDPR Data Processing Addendum ("GDPR DPA") apply and supplement this Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) ("GDPR") applies to personal data provided to IntraEdge pursuant to this Agreement.

(b) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, IntraEdge shall in relation to the Customer Personal Data implement appropriate technical and organizational measures

to ensure a level of security appropriate to that risk. In assessing the appropriate level of security, IntraEdge shall weigh the risks presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

(c) IntraEdge shall ensure that any subcontractors that act on its behalf to provide the Products process and protect Customer Personal Information in accordance with the standards consistent with those set forth in this Section 6.

8. **Modifications.** IntraEdge may modify a Product without degrading its functionality or security features. IntraEdge may withdraw or change the provider of its cloud services at any time without notice to Customer. In the event IntraEdge withdraws a cloud service provider, IntraEdge will continue to offer the Products to client for the remainder of Customer's unexpired term or else provide reasonable assistance to Customer to migrate to another cloud services offering.

9. **Warranties.**

(a) Each party represents and warrants that (i) it has the legal power to enter into and perform under this Agreement; and (ii) it shall comply with all applicable laws in its performance hereunder.

(b) IntraEdge warrants that the Products identified in an Order Form and subject to the terms of this Agreement will:

(i) Substantially conform to the applicable published Documentation at the time of delivery and Customer use of the Product, when operated in accordance with the applicable user manuals and related Documentation provided to authorized users of the Product. Customer must provide written notice to IntraEdge that it has a claim for breach under this Section 8(b)(i) within thirty (30) days after the date that a specific release of an applicable Product is made available to Customer or else Customer's right to make any such claim will terminate. As Customer's sole and exclusive remedy and IntraEdge's entire liability for any breach of the foregoing warranty, IntraEdge shall exercise commercially reasonable efforts to modify the Privacy Technology Applications to conform to the published Documentation.

(ii) Meet the requirements set forth in an applicable Service Level Agreement ("SLA"), as described in a particular schedule or attachment to an Order, provided that any SLA offered by a Reseller has been approved in advance by IntraEdge. In the event of a breach of the foregoing warranty, as Customer's sole and exclusive remedy, IntraEdge will provide the remedies set forth in the SLA.

(c) EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTRAEDGE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

10. **No Legal Advice or Guarantee of Compliance.** Customer represents that it understands that its use of any Products does not constitute specific compliance with any law or regulation, and IntraEdge has not and will not provide any legal advice to Customer. Customer represents that it understands that it has an independent duty to comply with any and all laws and regulations irrespective of whether the Solutions provided hereunder may be used by Customer to facilitate, support and/or demonstrate such compliance, and that IntraEdge shall have no liability for Customer's decision to take or not to take action based on use of IntraEdge Products or any information contained therein.

11. **Limitation of Liabilities.** EXCEPT (i) FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS; (ii) FOR CUSTOMER'S FAILURE TO PAY ANY FEES DUE UNDER THIS AGREEMENT; (iii) IN THE EVENT OF EITHER PARTY'S UNAUTHORIZED USE, DISTRIBUTION OR DISCLOSURE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION; OR (iv) EITHER PARTY'S MATERIAL BREACH OF SECTION 12 (COLLECTIVELY, "EXCLUSIONS"), IN NO OTHER EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE ANNUALIZED FEES OWED OR PAID TO INTRAEDGE OR AN AUTHORIZED RESELLER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM DURING THE TWELVE MONTHS PRIOR TO WHEN THE CLAIM ACCRUED. EXCEPT FOR THE EXCLUSIONS, IN NO OTHER EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGE TO GOODWILL HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Indemnity.**

(a) Indemnity by IntraEdge. IntraEdge shall defend, indemnify and hold Customer and its officers, directors, employees, subsidiaries and shareholders harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") (i) made or brought against Customer by a third party alleging that the use of the IntraEdge Product infringes the U.S. intellectual property rights of such third party or (ii) based on a violation of any statute, law, ordinance or regulation by IntraEdge or its Affiliates, provided that Customer (a) promptly gives written notice of the Claim to IntraEdge and its Affiliates; (b) gives IntraEdge and its Affiliates sole control of the defense and settlement of the Claim (provided that IntraEdge and its Affiliates may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to IntraEdge and its Affiliates, at IntraEdge's cost, all reasonable assistance. The provisions of this Section 12 set forth IntraEdge's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third party intellectual property rights of any kind.

(b) Indemnity by Customer. Customer shall defend, indemnify and hold IntraEdge and its Affiliates, their officers, directors, managers, employees and shareholders

harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with all Claims arising out of (i) a violation of any statute, law, ordinance, or regulation by Customer. IntraEdge shall have the right to participate in such defense with counsel of its own choosing at its expense.

13. **Export/Import.** Products and Documentation may be subject to U.S. and foreign import and export control laws and regulations. Customer agrees to comply with all such regulations applicable to Customer, including obtaining applicable import licenses.

14. **U.S. Government End Users.** The Products and Documentation are "commercial items," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R.227.7202-1 through 227.729204, the Products and Documentation are being licensed to U.S. Government end users only as "commercial items" and with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

15. **In-Licensed Materials.** The Products may contain or may operate with software services or other technology that is not owned by IntraEdge but has been licensed to it by a third party and is necessary for the normal operation of the Products ("In-Licensed Materials"). The In-Licensed Materials may be subject to additional terms and conditions, as identified or as otherwise made available to Customer.

16. **Governing Law and Jurisdiction.** This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Orange County, California, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

17. **Assignment.** Neither party may assign this Agreement without prior written consent of the other party, provided however either party may do so to a successor-in-interest pursuant to a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section 17 shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

18. **Non Personal Information.** IntraEdge may collect, analyze, and use aggregated, de-identified technical data and related information (such as product or feature usage, device metrics/metadata and/or mobile application usage) to facilitate market research, product development/improvement and to provide support and maintenance services. IntraEdge may use, store, or disclose such information or material derived from such information, as long as it is in a form that does not reasonably identify or is not attributable to any individual.

19. **Independent Contractor.** The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

20. **Customer Affiliates.** An Affiliate may purchase IntraEdge products and/or services either by executing a participation agreement with IntraEdge or through IntraEdge's

acceptance of an Order Form issued by such Affiliate or Authorized Reseller (as applicable). Upon execution of a participation agreement by Affiliate or, if the Affiliate issues a purchase order referring to this Section 12.j, that is accepted by IntraEdge, such Affiliate shall be deemed to have purchased such products and/or services hereunder, and such Affiliate shall be bound by and shall comply with the terms and conditions of this Agreement as a "Customer" under the Agreement.

21. **Waiver & Severability; Amendments.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

22. **Notices.** Except as otherwise provided in this Agreement, all legal notices to Customer will be given in writing to any Customer address listed on the applicable Order. All legal notices to IntraEdge will be given in writing to: IntraEdge, Inc., 5660 W. Chandler Blvd. Suite 1, Chandler, AZ 85226, U.S.A., Phone 480-240-5240, Email: Contracts@IntraEdge.com Attention: EVP Contract. Such notices will be effective (a) when personally delivered, (b) on the reported delivery date if sent by a recognized international or overnight courier or by fax, or (c) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, purchase orders, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with IntraEdge and Customer's standard ordering procedures.

23. **Entire Agreement.** This Agreement consists of these terms and conditions, and the attached schedule(s), which are incorporated by reference. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and cancels all prior agreements, representations, communications, and understandings of the parties, written or oral, relating to such subject matter, and is not intended to confer upon any person other than the signatories below any rights or remedies. This Agreement prevails over any conflicting, or additional terms of any ordering document, acknowledgment, confirmation or other document issued by Customer before or after the execution of this Agreement unless such conflicting or additional terms have been introduced via an amendment and accepted in writing by both parties. The headings of sections of this Agreement are for convenience and are not for use in interpreting this Agreement.

CUSTOMER

INTRAEDEGE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCCHEDULE A

ACCEPTABLE USE POLICY

This IntraEdge Acceptable Use Policy (this “AUP”) describes prohibited uses of the cloud-based services offered by IntraEdge, Inc. (the “SaaS Products”) to you (a “Customer”). The examples described in this Policy are not exhaustive. IntraEdge may modify this Policy at any time by posting a revised version. By accessing or using the SaaS Products, Customer agrees to the latest version of this Policy. If Customer violates the Policy or authorizes or helps others to do so, IntraEdge may suspend or terminate Customer’s use of the SaaS Products.

Customer shall not:

1. Access or use the Products or any portion of the Products in contravention with any Applicable Law. This includes:
 - (a) generating or facilitating unsolicited bulk or commercial email in violation of the CANSPAM Act or any other laws and regulations applicable to bulk or commercial email, or violating the terms and conditions IntraEdge No-Spam Policy;
 - (b) violating the terms and conditions, or policies of any other network which Customer uses to access using the Products;
 - (c) violating or misappropriating any third-party rights, including but not limited to privacy rights and intellectual property rights;
 - (d) intentionally distributing viruses, worms, Trojan horses, corrupted files, hoaxes, or other malicious software code;
 - (e) using the Products to publish, distribute or store any content or links to any content that IntraEdge determines to be illegal, harmful, offensive, threatening, abusive, harassing, libelous, defamatory, malicious, obscene, deceptive, fraudulent, tortious, excessively violent, promoting or soliciting an illegal activity, or promoting discrimination based on race, gender, religion, disability, sexual orientation, or age;
 - (f) using the Products for any illegal, offensive, harmful, invasive, infringing, defamatory, discriminatory, misleading, or fraudulent purpose;
 - (g) altering, disabling, interfering with, or circumventing any aspect of the Products, including but not limited to permitting or facilitating unauthorized access to the Products;
 - (h) decompiling, disassembling, reverse engineering, probing, scanning, penetrating, or testing the vulnerability of any portion of the Products, of IntraEdge’s system, software or network or breaching IntraEdge’s security measures.

2. Access or use the Products or any portion of the Products:
 - (a) for third-party training;
 - (b) as an application service provider or service bureau;
 - (c) for timesharing or rental;
 - (d) to design software or other materials or services with similar or competitive functionality for any purpose, including distribution to third parties to interface with any other service or application that is outside the scope of the intended use;

(e) in any application or situation where the failure of the Products could lead to death or serious bodily injury of any person, or to severe physical or environmental damage (“High Risk Use”). High Risk Use does not include non-control functions, the failure of which would not result in death personal injury, or severe physical or environmental damage;

(f) for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes;

(g) if You are a business offering to third parties services similar to the Products offered by IntraEdge;

(h) if You are named on any governmental list of persons or entities prohibited from receiving exports; or

(i) in any manner not authorized by IntraEdge, or in any manner that IntraEdge reasonably believes to be damaging to its reputation, business, system, network.

3. except with respect to Your Data, duplicate any portion of the Products or display, distribute, publish, or otherwise disclose any Products

4. make any modification or interface to any Product that is not specifically authorized by IntraEdge; and

5. resell or sublicense any portion of the Products, and any purported resale or sublicense will be void.