



This Sentera Software Agreement (“Software Agreement”) is a legal agreement between you the customer, and Sentera Inc. ("Sentera") regarding the provision of, license to, access to, and use of Sentera's mobile, desktop, and web applications, including FieldAgent, and application programming interfaces ("API"), as well as analytics services offered through FieldAgent (collectively and individually the "Software Services"). In this Software Agreement, "you," "your," and “yourself” refer collectively to you, the customer, and any corporation, partnership, company or other business entity you represent, and "we", "us" and "our" refer collectively to Sentera. You and Sentera may be individually referred to as a "party" or collectively as the "parties."

**IMPORTANT:**

PLEASE READ THIS SOFTWARE AGREEMENT CAREFULLY. YOU WILL HAVE ACCEPTED THIS SOFTWARE AGREEMENT WHEN YOU (1) ACCESS OR USE THE SOFTWARE SERVICES; (2) CLICK THE "I ACCEPT" OR SIMILAR BUTTON OR ACKNOWLEDGEMENT REGARDING THIS SOFTWARE AGREEMENT LINKED TO OR OTHERWISE PRESENTED IN CONJUNCTION WITH THE SOFTWARE SERVICES; OR (3) BY AGREEING TO OTHER TERMS SUCH AS A QUOTE, INVOICE, STATEMENT OF WORK, OR OTHER DOCUMENT OR AGREEMENT REFERENCING THIS SOFTWARE AGREEMENT, SUCH ACCEPTANCE INCLUDING WITHOUT LIMITATION SIGNING SUCH DOCUMENTS OR YOUR USE OF OR PAYMENT FOR THE SOFTWARE SERVICES DESCRIBED IN SUCH DOCUMENTS. YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS SOFTWARE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS SOFTWARE AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THE SOFTWARE SERVICES AND CONTACT SENTERA. IF YOU ARE ENTERING INTO THIS SOFTWARE AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP, COMPANY OR ANY OTHER ENTITY, YOU HEREBY REPRESENT AND WARRANT TO SENTERA THAT YOU ARE AUTHORIZED TO ENTER INTO THIS SOFTWARE AGREEMENT ON BEHALF OF AND BIND THE ENTITY TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

SENERA RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS SOFTWARE AGREEMENT IN SENTERA'S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THE SOFTWARE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE TO THE CHANGES, YOUR SOLE REMEDY IS TO TERMINATE THIS SOFTWARE AGREEMENT AND CEASE ACCESSING AND USING THE SOFTWARE SERVICES. THE MOST CURRENT VERSION OF THIS SOFTWARE AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED AT THE LINK TO THE SENTERA SOFTWARE AGREEMENT LOCATED AT [HTTPS://SENERA.COM/SENERA-SOFTWARE-AGREEMENT/](https://sentera.com/sentera-software-agreement/).

1. CERTAIN DEFINITIONS. In addition to other terms that are defined as set forth in this Software Agreement, the following terms shall have the following definitions:

1.1. "Device" means your computer, tablet, smartphone, or any other electronic device.

1.2. "Intellectual Property" means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) patents, utility models, and applications therefor, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (b) all trade secrets, inventions (whether or not patentable and whether or not reduced to practice), and other rights in know-how and confidential or proprietary information; (c) all mask works, works of authorship and copyrights, registrations and applications therefor, and all other rights corresponding thereto (including moral rights), throughout the world; (d) rights in software (including without limitation APIs, source code, object code, and mark-up language); (e) rights of publicity, personality, identification, or similar personal or group attributes; (f) trade names, logos, common law trademarks and service marks, trade dress, trademark and service mark registrations, and applications therefor and any goodwill associated therewith; and (g) any similar, corresponding, or equivalent rights to any of the foregoing and any other intellectual property or proprietary rights throughout the world.

1.3. "Modifications" means additional or modified functionality, updates, enhancements, security updates and patches, and upgrades to the Software Services or to remove or terminate the functionality of any Software Services in accordance with the termination provisions of this Software Agreement.

1.4. "Users" means each individual user of the Software Services.

2. TITLE AND OWNERSHIP OF THE SOFTWARE SERVICES. As between the parties, title to and ownership of the Software Services and all copies thereof remain with Sentera and any other licensor(s) of the same, regardless of the form or media in or on which they may exist. You are granted no implied licenses or rights to any Sentera Intellectual Property rights other than as specifically granted in this Software Agreement. You acknowledge that the Software Services contain trade secrets of Sentera, its suppliers, or licensors, including but not limited to, the specific internal design and structure of individual programs and associated interface information, databases and database structures, and other Content accessed within the Software Services. The material and content accessible through the Software Services including without limitation all Intellectual Property in or related thereto, whether software (whether in object code, source code, or mark-up language form), photos or other images, video, audio, text, regulatory compilations, or otherwise (the "Content"), whether provided by Sentera or its licensors, is the proprietary information of Sentera or the party that provided or licensed the Content to Sentera, whereby such providing party retains all right, title, and interest in the Content except as expressly granted to you in this Software Agreement. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way outside of the normal functionality of the Software Services without the prior written consent of Sentera. Modification or use of the Content except as expressly provided in this Software Agreement violates Sentera's Intellectual Property rights or the rights of its licensors. Neither title nor Intellectual Property rights are transferred to you by

access to the Software Services. All rights not expressly granted in this Software Agreement are reserved by Sentera and its licensors.

3. **LICENSE AND RIGHT TO ACCESS AND USE THE SOFTWARE SERVICES.** Unless otherwise noted in this Software Agreement, and to the fullest extent allowed under any applicable laws, all terms and conditions of this Software Agreement apply to the license and your accessing and using of any and all Software Services. Subject to the terms and conditions of this Software Agreement, Sentera grants to you a non-exclusive, non-transferable, revocable, limited license to access and use the Software Services, and in the case of a desktop or mobile application provided to you by Sentera to download and install that application, solely of the types, in the quantities, for the term you have purchased, and in exchange for the fees as set forth in the checkout page when purchasing through the Sentera website or as otherwise set forth in the applicable quote, invoice, statement of work, or other written agreement between you and Sentera (each the "Purchase Details"). The Purchase Details may contain additional terms and conditions which are hereby incorporated by reference and agreed to by you.

3.1. **LICENSE QUANTITIES.** The Purchase Details may include limitations on the number of licenses purchased by you, and unless otherwise noted, quantities of licenses refer to the number of Users that may use the purchased Service, such rights only being transferable between individuals (e.g., to new or different employees) within the reasonable discretion of Sentera, and in no event with such frequency as to avoid the quantity limitation by sharing any given license between Users.

3.2. **API ACCESS.** Purchase Details may include access to one or more Sentera APIs, subject to qualifying purchases or other restrictions (e.g., API access may be premised on the purchase of a certain quantity of FieldAgent licenses). Although details regarding Sentera's APIs may be public, access to their use may be restricted by access keys or other security and access protection mechanisms that you may not circumvent, and no access key or other access credentials provided to you may be shared without the written consent of Sentera. API access may also be conditioned on your acceptance of additional terms and conditions provided to you in relation to data you will be allowed to access through the API.

3.3. **STORAGE LIMITS.** Purchase Details may include to caps on cloud storage as a part of the Software Services. Sentera reserves the right, in Sentera's sole discretion, to not allow storage of data in excess of the storage amount listed in the Purchase Details or to charge additional fees for storage beyond the stated amount.

3.4. **FEES, TERM, AND AUTO-RENEWAL.** All Software Services fees are non-refundable and Software Services purchased are non-returnable by you. All fees for the Software Services are as set forth in the Purchase Details, as is the initial term of your subscription, which is generally monthly or yearly. Your subscription to the Software Services you purchase will automatically renew at the end of the initial subscription term and each subsequent renewal term for the same amount of time as you originally purchased (e.g., if you subscribed monthly, you shall auto-renew monthly for an additional month at a time until terminated; if yearly, you shall auto-renew yearly for an additional year at a time until terminated; etc.) at the then current fees for such subscription term unless otherwise stated in the Purchase Details. You must contact Sentera

customer support before the end of your then current subscription term to terminate your subscription prior to renewal or you will be automatically charged for the applicable renewal term. At the time of renewal the payment method you have designated to be charged for the subscription fee will automatically be charged the applicable renewal fee. You hereby grant Sentera the right to use the such payment information submitted by you (e.g., card/account number, expiration date and security code) to accept payment of the applicable fees until the applicable license is terminated. In addition to any other rights granted to Sentera herein, Sentera reserves the right to suspend or terminate this Software Agreement and any or all licenses hereunder and your access to or use of the Software Services if Sentera is unable to use the payment information to accept payment of the applicable Fees. Fees not paid when due will bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. The foregoing will be in addition to any other remedies available to Sentera. In addition to such fees and charges due under this Software Agreement, you shall pay to Sentera, or the appropriate taxing authority, amounts equal to all taxes (except U. S. income taxes or franchise taxes of Sentera), penalties and interest, however designated, levied or based now or in the future relating to the Software Services sold by Sentera.

3.5. **PURCHASE OF ADDITIONAL LICENSES.** Within FieldAgent (and, if offered by Sentera, through our order processing vendor's portal (e.g., the Chargify portal), you may be presented with the opportunity to purchase additional quantities of licenses. All additional licenses will be subject to the terms and conditions of this Software Agreement except that the Purchase Details for such additional licenses will also include those terms presented to you within FieldAgent for such additional licenses.

3.6. **SOFTWARE EMBEDDED IN HARDWARE.** Sentera software embedded in hardware sold or otherwise provided by Sentera, such software being firmware in whatever form including without limitation source code, object code, scripts, and mark-up language, is subject to the license terms provided in relation to that software, whether as a click-wrap or shrink-wrap agreement or as provided in the terms of the hardware sale.

3.7. **THIRD PARTY SOFTWARE.** You acknowledge that Sentera may have incorporated into the Software Services Intellectual Property created by third parties ("Third Party Intellectual Property"), and you agree that your right to use the Software Services containing Third Party Intellectual Property may be subject to the rights of third parties and subject to agreements with such third parties. Third Party Intellectual Property may include open-source software code (collectively the "Open-Source Code"). Open-Source Code is subject to the terms and conditions of its associated license. The operation or use of the Third Party Intellectual Property is not warranted by Sentera.

4. **RESTRICTIONS ON USE.** You may only use the Software Services pursuant to the terms of this Software Agreement. As a condition of your use of Sentera's Software Services, you warrant to Sentera that you will not use the Software Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, you may not (and may not authorize any party to): (i) co-brand the Software Services, (ii) frame the Software Services (including without limitation the website on which the Software Services are provided), without the express prior written permission of an authorized representative of Sentera, (iii) transfer, assign

or sublicense your login information, activation codes, or right to use the Software Services to another person or entity and you acknowledge that any attempted transfer, assignment, sublicense or use shall be void; (iv) make error corrections to, or otherwise modify or adapt, the Software Services or to create derivative works based upon the Software Services, or permit third parties to do the same; (v) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software Services to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (vi) use or permit the Software Services to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Sentera; (vii) disclose, provide, or otherwise make available trade secrets contained within the Software Services in any form, to any third party without the prior written consent of Sentera; (viii) use the Software Services or other Intellectual Property of Sentera to develop any software application or products and services similar to the Software Services; or (ix) perform, display, or otherwise access or use the Software Services for the benefit of others outside of the scope of license provided in this Software Agreement. For purposes of this Software Agreement, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a User the impression that such other party has the right to display, publish, or distribute the Software Services or any Content accessible within the Software Services. You agree to cooperate with Sentera in causing any unauthorized co-branding or framing immediately to cease. In addition, you may not use Software Services in any manner which could disable, overburden, damage, or impair the Software Services including without limitation related networks and systems or interfere with any other party's use and enjoyment of the Software Services. You may not obtain or attempt to obtain any materials, Content, or information through any means not intentionally made available or provided through the Software Services. You may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of the Software Services without our express permission.

5. **ACCESS TO THE SOFTWARE SERVICES.** To access the Software Services or some of the resources they offer, you may be asked to provide certain registration, activation, and login details. It is a condition of your use of the Software Services that all the information you provide in relation to the Software Services, be correct, current, and complete. If Sentera believes the information you provide is not correct, current, or complete, Sentera has the right to refuse you access to the Software Services or any of their resources, and to terminate or suspend your access at any time. Sentera shall provide you with a login credentials such as user ID and password to access and use the Software Services. You are solely responsible for the security and use of each login credential. You agree that each User who obtains login credentials to use the Software Services shall: (a) keep their login credentials secure and confidential; and (b) not share or transfer login credentials with any other person or entity. If the security of the login credentials is compromised, you shall promptly contact Sentera by email at [support@sentera.com](mailto:support@sentera.com). You are prohibited from using any Software Services or facilities provided in connection with the Software Services to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. **TO THE FULL EXTENT ALLOWED BY LAW, SENTERA EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY LOST, STOLEN, OR DELETED USER DATA INCLUDING ANY DATA DELETED**

REMOTELY DUE TO THE COMPROMISE OF YOUR LOGIN CREDENTIALS AND REGISTRATION INFORMATION.

6. ANALYTICS SERVICES. Analytics services may be offered for your purchase through written agreement between the parties, the Sentera website, or through FieldAgent itself. All analytics services will be subject to the terms and conditions of this Software Agreement including the Purchase Details regarding such analytics services, and when purchasing through FieldAgent, the Purchase Details for such analytics will also include those terms presented to you within FieldAgent for the analytics services, such as price. Analytics services are only available if you purchase or are provided access to FieldAgent and if you collect and upload adequate data for such analytics into FieldAgent.

6.1. ANALYTICS SERVICES SUBSCRIPTION. If you purchase an unlimited analytics services subscription, during the term of your license to the analytics services, you may process as many fields or acres as many times as you want during the period of the subscription.

6.2. A LA CARTE ANALYTICS SERVICES. If you purchase a la carte analytics services, you will pay by the quantity of acres you select each time you select to perform the analytics.

7. CUSTOMER DATA. You retain rights you have in any data, information, or material that you submit to Sentera in the course of using the Software Services (the "Customer Data"). You, and not Sentera, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Sentera shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data. In the event this Software Agreement or a subscription to Software Services is terminated (other than by reason of your breach), you shall have thirty (30) days to access the Software Services terminated solely to export their related Customer Data. Upon termination for breach, your access or use to the Customer Data immediately ceases, and Sentera shall have no obligation to maintain, provide, or provide access to any Customer Data. You represent and warrant to Sentera that Customer Data: (a) is original to you or that you have secured the rights to provide and use such Customer Data; (b) does not contain any content that is unlawful, infringes or misappropriates the Intellectual Property of others, or is invasive of another's privacy or publicity rights; and (c) does not contain a virus or other harmful component. Sentera's use of the Customer Data is subject to Sentera's [Privacy Policy](#) and the terms of this Software Agreement. Except as set forth in such privacy policy or this Software Agreement, Sentera shall not (a) disclose, provide, or make available the Customer Data to a third party without Customer's prior written approval; or (b) make any other use of the Customer Data. Customer acknowledges that Sentera may compile certain general information related to the use of the Software Services. You hereby grant for the term of the Software Agreement a non-exclusive, royalty-free, world-wide, sublicensable, and transferrable (pursuant to Section 20.3) right and license to the Customer Data as is reasonably necessary to perform the Software Services hereunder and to use Customer Data to create aggregate data that does not identify the you, but that may incorporate data provided in or derived from the Customer Data ("Aggregated Data"), and all right, title, and interest in and to such Aggregated Data and the Intellectual Property in or related thereto belongs to Company.

8. **MONITORING OF USE AND ADDITIONAL RESTRICTIONS.** You acknowledge and agree that Sentera reserves the right to remotely prevent access to and/or use of the Software Services, with or without notice to you, including without limitation in the event that (i) Sentera becomes aware, from you or otherwise, of unauthorized access or use of the Software Services by any third party using any user name, password, or other login credentials of you, or in the event of a security concern related to the Software Services, or (ii) your violation of any term or condition of this Software Agreement. Sentera reserves the right, but does not have the obligation, to monitor use of Software Services to determine compliance with this Software Agreement. The types of information, such as Devices used to access the Software Services, may also be tracked by Sentera (such as via Internet Protocol address and other log information regarding the Device, its operating system, browser, and other information regarding the User) to identify the Device and locate where on the Internet that computer is located, as well as your use of the Software Services. Sentera may use and disclose your information in special instances when Sentera has reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with Sentera's rights or property, other Service Users, or anyone else. Sentera may disclose information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend Sentera's rights, to protect your vital interests or those of any other third party, and when Sentera otherwise believes in good faith that any applicable law requires it.

9. **ADDITIONAL REPRESENTATIONS BY YOU.** You represent and warrant that (a) you are the owner or an authorized user of the Device on which the Software Services are to be accessed; and (b) you shall use the Software Services only for lawful purposes, and will comply at all times with all applicable federal, state, and local laws and regulations applicable to the use of the same.

10. **PROPRIETARY NOTICES.** You agree to maintain and reproduce all copyright, patent, trademark and other proprietary notices on all copies, in any form, of the Software Services and its Content, in the same form and manner that such copyright and other proprietary notices are included on the Software Services, whether they are Sentera notices or those of third parties including without limitation any other User.

11. **CONFIDENTIAL INFORMATION.** The Software Services, including, but not limited to, source and object code, logic and structure, database structure, regulatory compilations, and any and all copies of the foregoing, regardless of the form or media in or on which any of them may exist (all together, the "Confidential Information") constitute valuable trade secrets, are the Intellectual Property and confidential information of Sentera and any other of their licensor(s), and are protected by copyright and Intellectual Property laws, international treaty provisions, and applicable laws of the country in which such Confidential Information is being used. Confidential Information additionally includes non-public information disclosed by Sentera if it is clearly and conspicuously marked as "confidential" or with a similar designation at time of disclosure or non-public information disclosed by Sentera if, by its nature, would generally be considered by Sentera to be confidential. Confidential Information shall not include information which: (i) is or becomes

public knowledge through no fault of you; (ii) was in your possession before receipt from Sentera; (iii) is rightfully received by you from a third party without any duty of confidentiality; (iv) is disclosed to a third party by Sentera without a duty of confidentiality on the third party; (v) is independently developed by you; or (vi) is disclosed with the prior written approval Sentera. Disclosures of Confidential Information will be restricted to those individuals who are participating in the performance of this Software Agreement and who need to know such Confidential Information for purposes of receiving and/or using the Confidential Information in a way expressly permitted by this Software Agreement, and Confidential Information of Sentera may not be used for any purpose except as authorized under this Software Agreement. Confidential Information of Sentera may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after you have given Sentera written notice, if legally allowed, of such court order or other legal process promptly and the opportunity for Sentera to seek a protective order or confidential treatment of such Confidential Information, at Sentera's expense, with reasonable cooperation by you. Sentera shall retain all ownership of its Confidential Information including without limitation all Intellectual Property rights in that Confidential Information. You agree, both during the term of the Software Agreement and after the termination of the Software Agreement to hold Sentera Confidential Information in confidence and to protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as you use to protect your own Confidential Information of a like nature but in no event with less than reasonable care. You shall be responsible and liable under the terms of this Software Agreement for any violation of the confidentiality requirements of this Section committed by your employees, agents, representatives, or independent contractors.

12. **MAINTENANCE AND UPGRADES.** You acknowledge that the Software Services licenses are granted separately from any subscription to future upgrades, updates and fixes to it, unless specifically stated in relation to the particular license, and you are not automatically entitled to any of the same or any software maintenance services under this Software Agreement. Nothing herein shall prevent you and Sentera from entering into a separate Software Agreement regarding such upgrades, updates, fixes, maintenance services or other service provided by Sentera, and to the extent Sentera supplies any Modifications to you through any existing subscription without a separate Software Agreement, such Modifications shall be subject to the rights and obligations, including without limitation the applicable license terms and license restrictions, set forth in and referenced by this Software Agreement.

13. **DEVICE RESPONSIBILITY.** In order to use the Software Services, you must provide all Devices, equipment and software necessary to use the Software Services, including, but not limited to, a suitably fast Internet connection and a Device that is in working order running an operating system and software compatible with the Software Services and that is suitable for use in connection with the Software Services. You are responsible for ensuring that your Device, equipment and/or software do not disturb or interfere with Sentera operations or the operations of other users of the Sentera Software Services or any third party data or systems. If any Modification to the Software Services requires changes in your Device, Internet connection, equipment or software, you must effect these changes at your own expense.



14. **TERMINATION.** In addition to any other termination rights set forth in this Software Agreement, the licenses granted by Sentera under this Software Agreement terminate at the end of their designated subscription term if not renewed, and Sentera may terminate this Software Agreement and your licenses without notice and for any or no reason at any time. If Sentera terminates your subscription without reason prior to the end of your then-current subscription term, then Sentera shall refund to you the pro-rata share of your subscription corresponding to the remaining, unused portion of your subscription term. If Sentera alters this Software Agreement (aside from the correction of typographical errors or other non-material changes) prior to the end of your then current subscription term, you may terminate this Software Agreement and Sentera shall refund to you the pro-rata share of your subscription corresponding to the remaining, unused portion of your subscription term. If you terminate prior to the end of your subscription term for any other reason, your prepaid fees are non-refundable, and if you fail to designate that you are terminating and not auto-renewing prior to your then current subscription term, the automatically charged fees for the automatically renewed subscription term shall be non-refundable. The licenses granted by Sentera under this Software Agreement also immediately terminate upon any breach by you of this Software Agreement. Upon termination of a license from Sentera under this Software Agreement for any reason, you shall immediately cease using the Confidential Information of Sentera related to that license, and if this Software Agreement as a whole is terminated, all Confidential Information of Sentera, and you shall (i) cease accessing and using the Software Services subject to the terminated license, (ii) return the impacted Sentera's Confidential Information to Sentera or destroy it, at Sentera's election, and (iii) at Sentera's request, provide Sentera with certification from a principal officer of your organization that you have complied in full with the requirements of this Section. The information under IMPORTANT, Sections 1, 2, 3.4, 3.6, 3.7, 4, 5, 7, 8, 10, 11, 12, 13, 14, 15, 16.4, 17, 18, 19, and 20, as well as any terms that are intended by their nature to survive termination will survive any termination of this Software Agreement or any licenses hereunder.

15. **FEEDBACK.** You may provide feedback to Sentera with respect to the Software Services. Notwithstanding any provision of the Software Agreement to the contrary, Sentera may use such feedback for any purpose without obligation of any kind. To the extent a license is required to make use of such feedback, you hereby grant to Sentera an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense through multiple levels, to such feedback in connection with Sentera's business (and the business of its parent, subsidiary, sister, and otherwise affiliated businesses), including without limitation for the enhancement of the Software Services. You represent and warrant that (i) you own or otherwise control all of the rights in and to the feedback and can grant the license set forth in this Software Agreement, (ii) you have no obligations under law or contract, such as an employment or independent contractor Software Agreement, that would interfere with the rights granted by you under this Software Agreement or would be interfered with by your grant of such rights, and (iii) the feedback you supply is accurate, not misleading, and otherwise in accordance with the terms of this Software Agreement, and such feedback does not infringe or misappropriate the Intellectual Property of any third party.

16. **WARRANTY AND WARRANTY DISCLAIMER.**

16.1. Sentera represents and warrants that: (a) it has the power and authority to enter into this Software Agreement and to perform all of its obligations; (b) the performance of such

obligations will not conflict with or result in a breach of any agreement to which Sentera is a party or is otherwise bound; and (c) it is the owner or authorized licensee of the Software Services.

16.2. Sentera warrants to you that the Software Services shall be performed in accordance with the functional descriptions of the Software Services found in its user guides as updated from time to time. If the Software Services fail to so conform to that description of the Software Services, then Sentera shall, as your sole remedy, make a commercially reasonable effort to correct and re-perform the Software Services. All warranty claims related to the Software Services must be made within thirty (30) days of the occurrence of the issue giving rise to the warranty claim, and in any event, within the term of the applicable license giving rise to the warranty claim.

16.3. You represent and warrants that: (a) you have the power and authority to enter into this Software Agreement and to perform all of your obligations; (b) the performance of such obligations will not conflict with or result in a breach of any agreement to which you are a party or are otherwise bound; and (c) your performance under this Software Agreement, and your use of the Software Services, shall comply with all applicable laws, rules, regulations, and policies.

16.4. OTHER THAN AS SET FORTH IN THIS SECTION 16, SENTERA SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SENTERA DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THE SOFTWARE SERVICES WILL MEET ALL OF YOUR REQUIREMENTS; OR (C) ALL ERRORS OR DEFECTS WILL BE CORRECTED.

17. LIMITATION ON LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER SENTERA NOR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF SENTERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF SENTERA OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS TO YOU (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT YOU ACTUALLY PAID TO SENTERA FOR USE OF THE SOFTWARE SERVICES GIVING RISE TO THE CLAIM FOR DAMAGE IN THE LAST TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM OR THE MINIMUM AMOUNT ALLOWED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 18. INDEMNITY.

18.1. **BY SENTERA.** Sentera shall indemnify, defend, and hold harmless you and your subsidiaries, affiliates, successors or assigns and their respective owners, directors, officers, contractors, agents, representatives, shareholders and employees ("Customer Indemnitees"), from and against any and all final, non-appealable judgments or awards and interest thereon, reasonable settlements, penalties, fines, and costs of defense, including reasonable attorneys' and expert fees (collectively, "Losses"), to the extent incurred by Customer Indemnitees due to a third party claim alleging the Software Services infringe or misappropriate the Intellectual Property of that third party.

18.2. **BY YOU.** You shall indemnify, defend, and hold harmless Sentera and its subsidiaries, affiliates, successors or assigns and their respective owners, directors, officers, contractors, agents, representatives, shareholders and employees ("Sentera Indemnitees"), from and against any and all Losses to the extent incurred by Sentera Indemnitees due to a third party claim alleging: (i) facts, that if taken as true, would constitute your breach of this Software Agreement; (ii) that the Customer Data infringes or misappropriates the Intellectual Property of that third party; or (iii) claims arising out of your use of the Software Services, including without limitation any Content or information accessed from the Software Services, unless such claims are due to Sentera's breach of this Software Agreement.

18.3. **PROCEDURE.** As a condition precedent to any indemnification obligations hereunder, any entity entitled to indemnification shall give written notice to the indemnifying party of any claims that may be subject to indemnification promptly after learning of such claim, provided that any delay in giving notice shall not alleviate the indemnifying party of its obligations hereunder except to the extent the indemnifying party is prejudiced by such delay. If such claim falls within the scope of the indemnification obligations then the indemnifying party shall have complete control of the defense of such claim, and the indemnified party shall cooperate with the indemnifying party in such defense at the indemnifying party's expense. The indemnified party may, at its option and expense, be represented by counsel of its choice in any action or proceeding with respect to such claim. The indemnifying party shall not be liable for any litigation costs or expenses incurred by the indemnified party without the indemnifying party's written consent, unless the indemnifying party breaches its obligations under this Section. The indemnifying party shall not settle any such claim if such settlement: (1) does not fully and unconditionally release the indemnified party from all liability relating thereto, or (2) adversely impacts the exercise of the rights granted to the indemnified party under this Software Agreement, unless the indemnified party otherwise agrees in writing. The indemnifying party's foregoing agreement to indemnify and hold the other party harmless shall not apply to the extent the relevant Losses were caused directly by the intentional, willful, or reckless acts of the party seeking indemnification.

19. **TRADEMARKS AND COPYRIGHTS.** Trademarks, service marks, logos, and copyrighted works appearing in the Software Services are the property of Sentera or the party that provided the trademarks, services marks, logos, and copyrighted works to Sentera. Sentera and any party that provided trademarks, service marks, logos, and copyrighted works to Sentera retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Software Services.

## 20. MISCELLANEOUS.

20.1. **FORCE MAJEURE.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Software Agreement, for any failure or delay in fulfilling or performing any term of this Software Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the impacted party, which may include, without limitation, acts of god, flood, fire, earthquake, war, embargo, invasion or hostilities, terrorist acts, riot, national emergency, revolution, insurrection, epidemic, pandemic, or strike.

20.2. **WAIVER.** No waiver by either party of any provision or any breach in this Software Agreement shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver. Delay or failure of either party to insist on strict performance of any provision of the Software Agreement or to exercise any rights or remedies in this Software Agreement shall not be deemed a waiver. No party shall be deemed to have waived any of its rights or remedies under this Software Agreement unless such waiver is in writing and signed by the party against which the waiver will be asserted, and then, only to the extent specifically set forth therein.

20.3. **ASSIGNMENT.** Neither party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Software Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, except in the event of a merger, consolidation, or reorganization involving a party (regardless of whether that party is a surviving or disappearing entity), or a sale of all or substantially all of the assets of that party, for which the other party's prior written consent is not required. No delegation or other transfer will relieve the other party of any of its obligations or performance under this Software Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. This Software Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

20.4. **PUBLICITY.** Sentera shall have the right during the Term to: (a) list and name you as a user of the Software Services (including the limited right to use your corporate logo, subject to your written guidelines on such use); and (b) issue a press release regarding this Software Agreement subject to your prior written approval, which shall not be unreasonably withheld.

20.5. **NOTICES.** All notices concerning this Software Agreement shall be in writing and deemed sufficiently given if delivered in person with a receipt signed by the person accepting delivery; or by registered or certified mail, postage prepaid; or by recognized overnight delivery service, with confirmation of receipt, to the following addresses: (i) for notices to you, to either the address you provide in within the Software Services or the address you provide at checkout when buying Software Services, within our order processing vendor's customer portal (e.g., the Chargify portal) or as set forth in the applicable quote, invoice, statement of work, or other written agreement between you and Sentera; and (ii) for notices to Sentera, to Sentera, Inc., ATTN: LEGAL, 767 Eustis Street, Saint Paul, Minnesota, 55114.

20.6. **GOVERNING LAW; DISPUTE FORUM.** This Software Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Software Agreement or Software Services, or the negotiation, execution or performance of this Software Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Software Agreement or as an inducement to enter into this Software Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Minnesota, including its statutes of limitation and excluding its conflicts of law rules and excluding its conflicts of law rules. All such claims or causes of action arising out of or relating to this Software Agreement shall be instituted exclusively in the state or federal courts located in Ramsey County, Minnesota and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding (except with respect to a motion to remand or remove to a different Minnesota court).

20.7. **AMENDMENTS.** Except as set forth in this Software Agreement (including without limitation as noted in the preamble section entitled "IMPORTANT") any amendments to this Software Agreement shall be in writing and agreed to by both parties.

20.8. **ENTIRE AGREEMENT.** Except as expressly stated in this Software Agreement, this Software Agreement including the Purchase Details which are incorporated by reference and made a part of this Software Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all oral or written agreements, negotiations, correspondence, documentation and statements made before its acceptance and execution. No additional or conflicting terms in any form, invoice, bill of lading, shipping document, order, purchase order, receipt or other document provided by you shall operate to supersede, modify or amend any provisions of this Software Agreement, even if Sentera has initialed, signed or otherwise acknowledged such document and regardless of the timing of the execution or presentment of it in relation to the acceptance of this Software Agreement.

20.9. **SEVERABILITY.** If any provision of this Software Agreement is determined to be invalid, illegal or unenforceable it shall be amended by a court of competent jurisdiction to render it not invalid, illegal or unenforceable to the maximum extent possible while keeping with the original intent of the parties as shown by the original wording of that provision, or, if not so amendable, shall be severed from this Software Agreement, the remaining provisions of this Software Agreement remain in full force, if the essential terms and conditions of this Software Agreement for each party remain valid, binding and enforceable.

20.10. **REMEDIES.** Sentera reserves all remedies available at law or equity for any disputes that arise under this Software Agreement. In the event of a suit or proceeding under this Software Agreement, you agree to pay all attorneys' fees if the federal or state court renders judgment substantially in Sentera's favor.