



# VASION MASTER SOFTWARE AGREEMENT

This Master Software Agreement is between Vasion and Customer. Vasion and Customer are referred to individually as a "Party" and collectively as the "Parties."

CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS INDICATED BY ANY OF THE FOLLOWING: (1) CLICKING ON THE "AGREE & CONTINUE" BUTTON (INCLUDING FOR FREE SERVICES); (2) SIGNING A NON-EXPIRED QUOTE FOR THE SERVICES; OR (3) BOTH PARTIES' SIGNATURES BELOW. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT, OR IF THE INDIVIDUAL (REPRESENTING THE CUSTOMER) DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE AND/OR THE FREE SERVICES.

## 1. DEFINITIONS

- 1.1. "Affiliate" means an entity directly or indirectly owned or controlled by a party; where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.
- 1.2. "Agreement" means this Master Software Agreement, updated from time to time with notice to Customer, located at: [https://info.printerlogic.com/rs/338-HTA-134/images/Master\\_Software\\_Agreement\\_MSA\\_EN.pdf?version=0](https://info.printerlogic.com/rs/338-HTA-134/images/Master_Software_Agreement_MSA_EN.pdf?version=0).
- 1.3. "AUP" means the Acceptable Use Policy, updated from time to time, with notice to Customer, located at: [https://info.printerlogic.com/rs/338-HTA-134/images/Acceptable\\_Use\\_Policy\\_AUP\\_EN.pdf?version=0](https://info.printerlogic.com/rs/338-HTA-134/images/Acceptable_Use_Policy_AUP_EN.pdf?version=0), which is deemed validly incorporated into this Agreement as if contained within the main body.
- 1.4. "Customer" means the legal entity and Affiliates of that entity (only for so long as they remain Affiliates and licensed to use the purchased Services under this Agreement) that are using the Services.
- 1.5. "Customer Data" means identifiable electronic data and information provided or made available by Customer while using the Services.
- 1.6. "Documentation" means Vasion's then-current publications on the functionality, specifications, and configurations of its Services posted on Vasion's website.
- 1.7. "Free Services" means Vasion-issued services that Vasion makes available to Customer free of charge, including, but not limited to, free trials, proof of concept, limited access to Services, and beta (or similar) testing.
- 1.8. "Malware" means code, files, scripts, agents or programs intended to do harm, including for example viruses, worms, time bombs, and Trojan Horses.
- 1.9. "Non-Vasion Applications" means software, service, and/or hardware applications or functionalities provided by a party other than Vasion, that may interoperate with the Services.
- 1.10. "On-premise Software" means collectively the object code versions of the Vasion computer software programs installed on the Customer's and/or User's premises and any Documentation.
- 1.11. "Professional Services" means the technical consulting, configuration, training, installation, and implementation services to be provided by Vasion under a separate statement of work or agreement mutually agreed upon by both Parties.
- 1.12. "Quote" means a Vasion-issued ordering document specifying the Services to be provided to Customer.
- 1.13. "SaaS Service(s)" means any Vasion-hosted software as a service (SaaS) including cloud computing services, print management, storage, e-signature, workflow, eforms, analog to digital, and other similar services developed, operated, and/or maintained by Vasion, and includes all technology made available as part, or in support, of SaaS Services. SaaS Services include web-based services hosted by Vasion which are made available to and accessed by User at a designated website or IP address login or by such other means as may be designated, enabled, or provided by Vasion.
- 1.14. "Service(s)" means Vasion-issued commercially available computer program bundle, SaaS Services, On-premise Software, Professional Services, apps, or add-ons thereto made available to the Customer and any related update which may be furnished by Vasion to Customer. Services exclude Free Services and Non-Vasion Applications.
- 1.15. "SLA" means the Service Level Agreement, updated from time to time, which is deemed validly incorporated into this Agreement as if contained within the main body, updated from time to time with notice to Customer, located at: [https://info.vasion.com/rs/338-HTA-134/images/Service\\_Level\\_Agreement\\_SLA\\_EN.pdf?version=4](https://info.vasion.com/rs/338-HTA-134/images/Service_Level_Agreement_SLA_EN.pdf?version=4).
- 1.16. "Usage Limits" means the Customer's or User's limits as listed in the applicable Quote or other Vasion-issued document, including, but not limited to, named Users, number of licenses, workflows, and storage.
- 1.17. "User" means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription, and to whom Customer has supplied a user identification and password. Each User account may

only be used by a single individual.

- 1.18. "Vasion" means the Vasion entity described in the "Vasion Contracting Entity, Notices, Governing Law, and Venue" section below.

## 2. FREE SERVICES

- 2.1. **License.** Subject to the terms of this Agreement, Vasion grants Customer a limited, revocable, nonexclusive, and non-transferable license to implement and use the Free Services. Use of any Free Services is at Customer's sole discretion, sole risk, and subject to the terms and conditions of this Agreement. In the event of any conflict between this section and any other portion of this Agreement, this section will control. Vasion may reduce the Usage Limits at any time without notice.
- 2.2. **Term.** The Free Services will terminate at the earlier of: (a) the start date of Customer's paid subscription for Services; (b) the time designated by the Parties in writing; or (c) termination or expiration of the Free Services by either Party for whatever reason. Any Customer Data entered into the Services during Customer's use of the Free Services and access to Customer Data will be permanently lost, unless before the end of the Free Services, Customer exports the data or purchases a subscription to the same Services as those covered by the Free Services.
- 2.3. **Limitation of liability.** NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, THE FREE SERVICES ARE PROVIDED "AS-IS." VASION SHALL HAVE NO LIABILITY OF ANY TYPE (INCLUDING BUT NOT LIMITED TO, INDEMNIFICATION AND WARRANTY OBLIGATIONS) WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW; IN WHICH CASE, VASION'S AND AUTHORIZED RESELLER'S LIABILITY WITH RESPECT TO ANY FREE SERVICES SHALL NOT EXCEED THE LOWER OF: (A) THE AMOUNT REQUIRED BY LAW OR (B) \$100. FURTHERMORE, VASION OFFERS NO SLA FOR ANY FREE SERVICES. WITHOUT LIMITING THE FOREGOING, VASION DOES NOT REPRESENT OR WARRANT TO CUSTOMER THAT CUSTOMER'S USE OF THE FREE SERVICES WILL: (X) MEET CUSTOMER'S OR USER'S REQUIREMENTS; (Y) BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; AND/OR (Z) PROVIDE ACCURATE USAGE DATA. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO VASION FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S OR USER'S USE OF THE FREE SERVICES.

## 3. USE OF SERVICES

- 3.1. **Compliance.** Customer shall be liable for its and its Affiliates' and Users' compliance with this Agreement.
- 3.2. **Right of Use.** Subject to the terms of this Agreement, Vasion grants Customer a limited, revocable, nonexclusive, and non-transferable subscription to implement and use the Services during the term. As part of the registration process, Customer will identify an administrative user name and password for its account. Vasion reserves the right to refuse registration if it deems it inappropriate. If Customer purchases On-premise Software, except as otherwise expressly provided herein, Vasion grants the Customer a license to: (a) install, use, access, display, and run one (1) copy of the On-premise Software on the Customer's server; and (b) install, access, and maintain one (1) back-up copy of the On-premise Software on a backup server. Vasion reserves any right not expressly granted to the Customer herein.
- 3.3. **Customer Responsibilities.** Customer shall: (a) be responsible for the accuracy and quality of Customer Data; (b) be responsible for securing any privacy related rights and permissions in relation to Customer Data as required by applicable laws; (c) be responsible for Customer's and User's use of Customer Data; (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Vasion promptly of any such unauthorized access or use; and (e) use Services only in accordance with this Agreement, Documentation, the AUP, Quotes,, applicable laws, and government regulations. Any use of the Services in breach of the foregoing by Customer or Users that Vasion believes threatens the security, integrity, or availability of Services, may result in Vasion's immediate suspension and/or termination of the Services at Vasion's sole discretion; however, Vasion will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension, where appropriate, within a reasonable timeframe as determined by Vasion. Customer must not access the Services, Documentation, and Vasion website for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes. Vasion's direct competitors are prohibited from accessing the Services and website.
- 3.4. **Usage Limits.** Services are subject to Usage Limits specified in the Quote. If Customer exceeds the Usage Limits, Vasion may work with Customer to seek to reduce Customer's usage so that it conforms to the Usage Limits. If, notwithstanding Vasion's efforts, Customer is unable or unwilling to abide by the contractual Usage Limits, Customer shall pay for its excess usage by signing a Quote for additional quantities of the applicable Services within ten (10) business days upon Vasion's request, and/or paying any invoice for excess usage in

accordance with the "Invoicing and Payment" section below.

- 3.5. Usage and License Restrictions.** Customer is solely responsible for the legality of its own and the Users' use of the Services and Customer Data. Vasion may suspend or terminate Customer's use of the Services, remove Customer Data or any other data, information, or content of data or files used, stored, processed or otherwise provided by Customer or Users, if Vasion reasonably believes Customer or Users: (a) directly or indirectly make any Service available to anyone other than Customer or Users unless expressly stated otherwise in the Quote; (b) sell, resell, license, sublicense, distribute, or make available any Service; (c) use any Service or Non-Vasion Applications to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights; (d) store or transmit Malware; (e) interfere with or disrupt the integrity or performance of any Service or third party data contained therein; (f) attempt to gain or gain unauthorized access to any Service or its related systems or networks; (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual Usage Limit, or use any Service to access or use any of Vasion's intellectual property except as may be expressly permitted under this Agreement; (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof; (i) copy any Documentation or other materials except as permitted herein; (j) frame or mirror any part of any Service; or (k) disassemble, reverse engineer, or decompile any Service or access it to: (1) build a competitive product or service; (2) build a product or service using similar ideas, features, functions or graphics of any Service; (3) copy any ideas, features, functions or graphics of any Service; (4) determine whether any Services are within the scope of any patent; or (5) for any other benchmarking or financially harmful purposes.
- 3.6. Non-Vasion Applications.** Non-Vasion Applications may be able to interoperate with the Services. Any exchange of data or agreement, of any nature, between Customer and Non-Vasion Applications is solely between Customer and that third party. Vasion is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a Non-Vasion Application. Vasion disclaims all liability, warranties, and responsibility for any Non-Vasion Applications and does not guarantee the continued usage of such applications and may cease such availability at any time. Use of Non-Vasion Applications is at Customer's sole risk. If Customer receives notice, including from Vasion, that a Non-Vasion Application is in violation of applicable law, this Agreement, third-party rights, applicable Quote, Documentation, and/or the Privacy Policy, Customer shall promptly remove, modify, and/or disable such Non-Vasion Application. If Customer does not promptly take required action in accordance with the above, or if in Vasion's sole judgment, a continued violation is likely to occur, Vasion may disable the applicable Service(s) until such time that the necessary action is taken by Customer. If requested by Vasion, Customer shall confirm such deletion and discontinuance of use in writing and Vasion will be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable.

#### **4. DATA PROTECTION**

- 4.1. DPA.** Vasion's Data Processing Addendum ("DPA") is located at: [https://info.printerlogic.com/rs/338-HTA-134/images/Data\\_Processing\\_Addendum\\_DPA\\_EN.pdf?version=0](https://info.printerlogic.com/rs/338-HTA-134/images/Data_Processing_Addendum_DPA_EN.pdf?version=0), and is deemed validly incorporated into this Agreement as if contained within the main body.

#### **5. FEES AND PAYMENT**

- 5.1.** This Section 5, "Fees and Payment," is only applicable when the Customer is purchasing Services directly from Vasion and not through a third party (for example, a reseller).
- 5.2. Fees.** Customer shall pay all fees specified in the applicable, non-expired Quote. Payment obligations are non-cancelable (even before an invoice is issued) and fees paid are non-refundable. Quantities purchased cannot be decreased during the relevant subscription term.
- 5.3. Invoicing and Payment.** Customer authorizes Vasion to charge the provided credit card and/or ACH for all Services listed in the applicable Quote(s) for the initial subscription term, additional purchases during the term(s), and any renewal subscription term(s). Customer shall provide complete and accurate billing and contact information to Vasion and promptly notify Vasion of any changes.
- 5.4. Overdue Charges.** If any invoiced amount, or portion thereof, is not received by Vasion by the due date, then without limiting Vasion's rights or remedies, those charges may accrue late interest at the rate of: (a) 1.5% of the outstanding balance per month; or (b) the maximum rate permitted by law, whichever is greater.
- 5.5. Suspension of Service and Acceleration.** If any charge or part thereof owed by Customer under this or any other agreement for Services is thirty (30) days or more overdue, Vasion may, without limiting its other rights and remedies, accelerate Customer's fee obligations and suspend all Services until such amounts are paid in full. If Customer is reasonably and in good faith disputing the applicable charges and is cooperating diligently to resolve the dispute, Vasion will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" sections for a period of thirty (30) days after the due date.

- 5.6. **Taxes.** Vasion's fees do not include any taxes or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Vasion has the legal obligation to pay or collect Taxes for which Customer is responsible, Vasion will invoice Customer and Customer shall pay that amount unless Customer provides Vasion with an appropriate valid tax exemption certificate. For clarity, Vasion is solely responsible for taxes assessable against it based on its income, property, and employees.

## 6. PROPRIETARY RIGHTS AND LICENSES

- 6.1. **Customer's Reservation of Rights.** As between the Parties, Customer owns all rights, title, and interest in and to Customer Data. Customer hereby grants Vasion a limited, non-exclusive, royalty-free, revocable, non-transferable (except as part of a permitted assignment of this Agreement), and world-wide, license for the term of this Agreement to access, use, reproduce, transmit, store, and archive the Customer Data solely as necessary for Vasion to provide Services to Customer during the term of this Agreement.
- 6.2. **Vasion's Reservation of Rights.** Vasion owns all rights (including but not limited to intellectual property rights), title, and interest in and to Services, Documentation, feedback (including, without limitation, the right to own and incorporate any suggestion, recommendation, correction, or other feedback provided by Customer or Users into Services), and usage data. Vasion may collect usage data or feedback data and use it to operate, improve, and support Services and for other lawful business practices, such as analytics, benchmarking, and reports. No rights are granted to Customer hereunder other than as expressly set forth herein.

## 7. CONFIDENTIALITY

- 7.1. **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), in any form or manner, that is designated as confidential or reasonably understood to be confidential, given the nature of the information and/or the circumstances of its disclosure. Confidential Information of each Party includes the terms and conditions of this and previous agreements, negotiations between the Parties, business and marketing plans, and business processes, and trade secrets. Confidential Information of Vasion includes and is not limited to: pricing, technical information, security information, future product and service offerings, and product roadmaps. Confidential Information of Customer includes Customer Data. However, Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any known obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any known obligation owed to the Disclosing Party; (c) is received from a third party without breach of any known obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use or reference to the Confidential Information, or a part thereof.
- 7.2. **Protection of Confidential Information.** As between the Parties, each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). Notwithstanding the foregoing, under terms of confidentiality materially as protective as set forth herein, each Party may disclose information to the extent necessary to perform its obligations under this Agreement. Receiving Party's duty to protect trade secrets continues for so long as it remains a trade secret under applicable law. For Confidential Information other than trade secrets, Receiving Party's duty to protect Confidential Information expires three (3) years from the date of termination or expiration of this Agreement.
- 7.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 7.4. **Non-disclosure Agreement.** If the Parties have entered into a separate non-disclosure agreement or other agreement of similar nature to protect materially the same purpose and Confidential Information as contained herein, such agreement will prevail as relates to the confidentiality obligations until such agreement expires or is terminated. After such expiration or termination, the confidentiality provisions of this Agreement will govern the exchange of Confidential Information.

## 8. WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

- 8.1. **Limited Warranty.** Vasion warrants that during the purchased subscription term, it will perform the Services materially in accordance with the applicable Documentation. This warranty does not apply to (a) any Free Services or (b) issues in or caused directly or indirectly by Non-Vasion Applications. In the event that there is a defect in the Services, Customer expressly acknowledges and agrees that it must provide Vasion with a reasonably detailed written explanation of the defect within fifteen (15) days of discovering the defect. Customer further agrees that its exclusive remedy against Vasion and the applicable authorized reseller shall be that

Vasion, in its sole discretion, will either (a) replace or repair the affected Service; or (b) terminate the Services and this Agreement and return the pro rata amount paid for the affected Services.

**8.2. Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VASION IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET OR OTHER SYSTEMS OUTSIDE VASION'S DIRECT CONTROL, AND DOES NOT WARRANT THAT ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. FREE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

**8.3. Customer Warranty.** Customer warrants that: (a) the individual accepting this Agreement has the authority to bind the Customer to the terms of this Agreement; (b) this is a valid and enforceable agreement; and (c) by accepting this Agreement, the Customer is not violating any third party agreements it may have.

## **9. INDEMNIFICATION**

**9.1. Indemnification by Vasion.** Vasion will defend Customer against any claim, demand, suit, or proceeding brought against Customer by a third party alleging that the Service when used by Customer as authorized by this Agreement infringes such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer (a) from the awarded damages, reasonable and necessary attorney fees, and costs finally awarded against Customer as a result of the infringement; or (b) for amounts paid by Customer under a settlement pre-approved by Vasion in writing. If Vasion receives information about an infringement or misappropriation claim related to the Service, Vasion may, in its discretion and at no cost to Customer, (i) modify the Services so that they are no longer claimed to infringe or misappropriate and will not be deemed to be in breach of any warranty under Section 8.1, "Limited Warranty;" (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement; or (iii) terminate Customer's subscriptions for that Service upon a reasonable period of written notice where possible and refund Customer any prepaid unused fees covering the remainder of the term of the terminated subscriptions. The obligations in this section do not apply if: (1) the Claim Against Customer does not state with reasonable specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, Non-Vasion Applications, data, or processes of a third party if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from any Free Services or complimentary offerings; or (4) Customer or User breaches this Agreement, AUP, Documentation, or Quote.

**9.2. Indemnification by Customer.** Customer shall defend and hold harmless Vasion and its Affiliates against any claim, demand, suit or proceeding made or brought against Vasion by a third party concerning (a) any Customer Data or Customer's or User's use of Customer Data with the Services; (b) a Non-Vasion Application used by Customer (including the combination of such application used by Customer with the Services) that infringes or misappropriates such third party's intellectual property or other rights; or (c) Customer's or User's use of the Services in an unlawful manner or in violation of the Agreement, AUP, Documentation, or Quote (each a "Claim Against Vasion"), and shall indemnify Vasion from any damages, attorney fees, and costs as a result of, or for any amounts paid or payable by Vasion under a settlement approved without delay by Customer in writing.

**9.3. Indemnification Procedure.** The indemnitee under this section must (a) provide the indemnitor prompt written notice of the Claim Against Customer or Claim Against Vasion, respectively (the "Claim"); (b) give the indemnitor sole control of the defense and settlement of the Claim (except that the indemnitor may not settle any Claim unless it receives written approval from the indemnitee (which shall not be unreasonably withheld)); and (c) gives indemnitor all reasonable assistance, at indemnitor's expense. A Party's failure to perform any obligations under this Section 9.3 will not relieve the indemnitor of its obligations under Section 9, "Indemnification", except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

**9.4. Exclusive Remedy.** This "Indemnification" section states the indemnitor's sole liability to, and the indemnitor's exclusive remedy against, the other party for any third party claim described in this section.

## **10. LIMITATION OF LIABILITY**

**10.1. Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE ("CAP"). NOTWITHSTANDING THE FOREGOING, VASION AND ITS AFFILIATES' AGGREGATE LIABILITY



FOR A BREACH OF ITS OBLIGATIONS IN THE DPA THAT RESULTS IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, WILL NOT EXCEED TWO TIMES (2X) AMOUNT PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE ("SUPER CAP"). IN NO EVENT WILL VASION AND ITS AFFILIATES BE LIABLE FOR THE SAME EVENT UNDER THE CAP AND THE SUPER CAP. SIMILARLY, THE CAP AND SUPER CAP WILL NOT BE CUMULATIVE; IF THERE ARE ONE OR MORE CLAIMS SUBJECT TO EACH OF THE CAP AND SUPER CAP, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE SUPER CAP. THE FOREGOING LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5, "FEES AND PAYMENT." HOWEVER, THE FOREGOING CAP ON LIABILITY AND THE LIMITATIONS UNDER SECTION 10.2, "EXCLUSION OF DAMAGES," WILL NOT APPLY TO CUSTOMER'S OBLIGATION TO PAY ANY FEES UNDER THIS AGREEMENT.

- 10.2. Exclusion of Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY: (A) LOST PROFITS; (B) LOST OR ANTICIPATED REVENUES; (C) LOSS OF GOODWILL; (D) LOSS OF USE; (E) LOST DATA; (F), ANY COSTS AND EXPENSES FROM OR IN CONNECTION WITH REPLACEMENT SERVICES; (G) BUSINESS INTERRUPTION; OR (H) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER INTANGIBLE LOSSES, HOWSOEVER ARISING, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **11. TERM AND TERMINATION**

- 11.1. Start Date of Agreement.** Unless terminated earlier in accordance with this Agreement, this Agreement commences on the earlier of: (a) date specified on the Quote; or (b) User's use of the Services.
- 11.2. Term of Subscriptions.** Unless terminated earlier in accordance with this Agreement, the term of each subscription for Services shall be as specified in the applicable Quote or otherwise mutually agreed on in writing. Subscriptions will automatically renew for additional one (1) year terms, unless either Party gives the other written notice at least 30 (thirty) days before the end of the then-current subscription term.
- 11.3. Termination.** A Party may terminate this Agreement for cause upon 30 (thirty) days' prior written notice to the other Party: (a) of a material breach, if such breach remains uncured at the expiration of such period; (b) if the other Party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (c) if either Party is required to do so by law.
- 11.4. Refund or Payment upon Termination.** If this Agreement is terminated in accordance with Section 11.3, "Termination," by: (a) Customer, Vasion will refund Customer any prepaid fees covering the remainder of the subscription term of the applicable Quote after the effective date of termination; or (b) Vasion, Customer will immediately pay any unpaid fees due under all current Quote(s). In no event will termination relieve Customer of its obligation to pay any fees payable to Vasion for the period prior to the effective date of termination or interest owed up to and after the date of termination.
- 11.5. Surviving Provisions.** The sections titled, "Free Services," "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions," and "General Provisions" will survive any termination or expiration of this Agreement.

## **12. GENERAL PROVISIONS**

- 12.1. Calendar Days.** Unless otherwise stated, all references to "days" means calendar days.
- 12.2. Export Compliance.** Customer acknowledges that Vasion's Services are subject to U.S., foreign, and international export control, import, and economic sanctions laws and regulations, including the U.S. Export Administration Regulations ("EAR," 15 C.F.R. Parts 730-774) and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC," 31 C.F.R. § 500, et seq.), and that any sale by Vasion and Customer's receipt and use of the Services are subject to the following restrictions and limitations: (a) Services may not be bought, used, resold or otherwise transferred by or to any other party unless first approved in writing by Vasion; (b) Customer will not engage in any activity that could cause Vasion to violate any applicable export control, import, or sanctions law or regulation and expressly represents and warrants that it will not export, reexport, transfer, or allow access to or use of the Services in the following locations, unless

first approved in writing by Vasion and authorized by the U.S. government: China, Cuba, Iran, North Korea, Russia, Syria, the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions in Ukraine; or any other country or region that, during the term of this Agreement, becomes subject to comprehensive or near-comprehensive U.S. sanctions or export restrictions; and (iii) Vasion reserves the right to terminate or stop performance should it become aware of any information that would make Vasion, in its sole discretion, believe or suspect that the sale or any subsequent export, reexport, transfer, access, or use of the Services may violate any applicable export control, import, or sanctions law or regulation. Under such good faith circumstances, Vasion will be released from responsibility for fulfilling its obligations and will not be subject to any penalties for lack of performance or breach of contract.

- 12.3. Opportunity to consult with counsel.** Each Party agrees that it has had the opportunity to consult with counsel concerning this Agreement and the contents contained herein prior to signing.
- 12.4. Entire Agreement and Order of Precedence.** This Agreement, including the incorporated links and defined documents, is the entire agreement between Vasion and Customer regarding the Services and supersedes all prior and contemporaneous agreements, written or oral, concerning its subject matter, except for agreement(s) referenced in Section 7.4, "Non-disclosure Agreement." No representations have been made, and neither Party is relying on any representations made, outside of what is detailed in this Agreement. The Parties agree that any term or condition stated in a Customer-issued purchase order or in any other Customer documentation (excluding Quote(s)) is void and is expressly rejected by Vasion. In the event of any conflict or inconsistency, the order of precedence shall be: (1) this Agreement, (2) the applicable Quote, or other mutually agreed written document. Titles and headings of sections of this Agreement are for convenience only and do not affect the interpretation of any provision of this Agreement.
- 12.5. Waiver and Severability.** No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 12.6. Limitations Period.** To the maximum extent permitted by applicable law, Customer must file any and all claims it may have against Vasion arising out of or related to this Agreement (including linked or attached terms) or the subject matter herein within the longer of: (a) one (1) year after such breach actually occurred; or (b) the shortest period as required by law if such time period cannot be limited by contract or is required to be longer than the length described in 12.6(a). If such claim is not filed in the court of proper jurisdiction within that time, then such claim is permanently barred.
- 12.7. Force Majeure.** Except for payment obligations, under no circumstance shall either Party be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failure, computer equipment and printer failures, telecommunication equipment failures, other electrical power failures, acts of god, war or governmental actions. Under no circumstances shall Vasion be held liable for any reasonable delay or failure in providing Customer with access to the Services or for termination of Customer's access due to such circumstances.
- 12.8. Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees. Except as otherwise expressly set out herein, there are no third-party beneficiaries under this Agreement.
- 12.9. Assignment.** So long as Customer remains current in the payment of all amounts when due, Customer may assign this Agreement in connection with any merger, consolidation, reorganization, or a sale of all or substantially all of Customer's business or business assets relating to this Agreement to an unaffiliated third party provided that such assignment is not to a Vasion competitor and Customer provides Vasion 30 (thirty) days' advance written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns. Under no other circumstances may Customer assign this Agreement without the written consent of Vasion; any attempt to do so is null and void.
- 12.10. Vasion Contracting Entity, Notices, Governing Law, and Venue.** The Vasion entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled at the time of Agreement acceptance. Each Party agrees to the applicable governing law in the table below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction above. Customer hereby consents to personal jurisdiction in and to the respective jurisdiction and waive any forum non-conveniens defenses.

If Customer is domiciled in:	The Vasion entity entering into this Agreement is:	Notices should be addressed to:	Governing law:	Exclusive jurisdiction of disputes:
Any country or region other than EMEA, UK, or Germany	Vasion, Inc. (previously PrinterLogic, Inc.), a Delaware corporation	432 South Tech Ridge Drive, Saint George UT 84770, USA attn: Legal Department copy to: legalteam@vasion.com	Delaware, USA	Federal courts in Delaware, USA
EMEA (excluding UK and Germany)	Vasion Tech Limited (previously PrinterLogic Limited)	16 Great Queen Street London, United Kingdom WC2B 5AH attn: Legal Department copy to: legalteam@vasion.com	English	All disputes shall be referred to and finally resolved by arbitration in London conducted in the English language by a sole arbitrator pursuant to the LCIA Arbitration Rules which are deemed to be incorporated by reference into this section.
UK	Vasion Tech Limited (previously PrinterLogic Limited)	16 Great Queen Street London, United Kingdom WC2B 5AH attn: Legal Department copy to: legalteam@vasion.com	English	Courts of England
Germany	Vasion GmbH (previously PrinterLogic GmbH)	Amelia-Mary-Earhart Strasse 11b 60549 Frankfurt am Main Germany Geschäftsführer copy to: legalteam@vasion.com	German	Courts of Germany

- 12.11. Manner of Giving Notice.** Vasion's addresses for notices are as specified in the table above. Customer's physical (and, if applicable, email) address for notices is specified on the Quote (which may be updated via written notice). Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given: (a) one (1) business day after being sent by overnight courier to the Party's physical address; (b) three (3) business days after being sent by registered mail, return receipt requested, to the Party's physical address; or (c) one (1) business day after being sent by email to the Party's email address (provided that (i) the sender does not receive a response that the message could not be delivered or an out-of-office reply and (ii) any notice for an indemnifiable action, breach, or termination must be sent by courier or mail pursuant to clause (a) or (b)) and marked "Legal Notice." Notice for changes to the Agreement accepted by clicking, "Accept & Continue" will be posted in the product.