

PRODUCT LICENCE AGREEMENT

This PRODUCT LICENCE AGREEMENT (this "Agreement") is entered into by and between Kavi Associates, LLC, an Illinois limited liability company ("Kavi"), and you (either on behalf of yourself as an individual or on behalf of an entity as its authorized representative) ("Customer").

A. Kavi is the owner of Advana software, hereto (the "Licensed Software"); and

B. Customer desires to obtain from Kavi (i) a license to Use (defined below) the Licensed Software and (ii) certain Services (defined below), all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kavi and Customer, intending to be legally bound, hereby agree as follows:

SECTION 1

DEFINITIONS

For the purposes of this Agreement, capitalized terms used herein shall have the following meanings:

1.1 "Authorized User" means (a) an individual who is associated with Customer as a full-time employee ("Employee"), or (b) a subcontractor of Customer employed by or providing services to Customer on Customer's premises ("Subcontractor").

1.2 "Converted Code" means the source code created by Customer's Use of the Licensed Software.

1.3 "Current Release" means the most recent version of the Licensed Software.

1.4 "Documentation" means the printed material relating to the Licensed Software.

1.5 "Equipment" means the Amazon Web Services ("AWS") infrastructure paid for by the customer, on which the Licensed Software will be Used.

1.6 "Error" means a failure of the Licensed Software to operate substantially in accordance with the Documentation.

1.7 "Licensed Software" means the object code, executable code, and source code of Kavi's Advana software, and shall mean and include all enhancements, features and upgrades of every nature which are made available to other licensees of such Licensed Software prior to the date hereof and at any time during the term of this Agreement.

1.8 "New Release" means the version of the Licensed Software implementing the most recent major release for the Licensed Software.

1.9 "Non-Current Release" means any version of the Licensed Software other than a New Release.

1.10 "Party" or "Parties" means Kavi and/or Customer.

- 1.11 “Services” means the services identified in Sections 3.1 and 3.2 hereof.
- 1.12 “Support Services” means the support services described in Section 3.1 hereof.
- 1.13 “Term” means the duration of use (defined in Section 7.1 below).
- 1.14 “Use” means to load, execute, access, employ, utilize, store or display the Licensed Software as permitted hereunder.

SECTION 2

GRANT OF LICENSE

2.1 **License Grant.** Subject to the restrictions set forth in this Section 2, and subject to Customer’s compliance with the terms hereof, Kavi grants to Customer a limited term, nonexclusive, nontransferable license to allow Authorized Users to Use, solely on Equipment located at AWS: (i) the Licensed Software in object code form solely in accordance with the Documentation and solely in connection with Customer’s conversion of Customer’s code, and (ii) the Documentation solely for the purposes of supporting Customer’s Use of the Licensed Software. This is a license agreement and not an agreement for sale.

2.2 **Restrictions.** (i) Neither the Licensed Software nor any Documentation may be copied, reprinted, transcribed or reproduced, in whole or in part, without the prior written consent of Kavi; (ii) Customer shall not in any way modify, disassemble, decompile, translate, reverse engineer, make derivative works of, enhance or otherwise disclose or disseminate the Licensed Software and any Documentation to any third parties without the prior written consent of Kavi; (iii) Customer shall not assign, transfer, sublicense, rent or otherwise make available outside Customer’s legal entity the Licensed Software and any Documentation in whole or in part or any copy thereof, without the prior written consent of Kavi, and any such attempted assignment, transfer, rental or availability shall be void; and (iv) the Licensed Software shall be used only by Customer on Equipment at AWS infrastructure. Customer will not, and shall not allow other parties to, export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to any country, person, entity or user subject to U.S. export restrictions.

SECTION 3

SERVICES

3.1 **Support Services.** Subject to the terms of this Agreement and the Exhibits hereto, Kavi shall endeavor to correct any programming Errors in the Licensed Software that Customer brings to Kavi’s attention by providing the maintenance and support services described herein (“Support Services”). As part of Support Services, Kavi from time to time may furnish Customer with further releases of the Licensed Software to provide corrections of significant Errors. Kavi reserves the right to make modifications and enhancements to the Licensed Software (other than simple corrections and updates) available only at additional charges. The foregoing Support Services do not cover repair for Errors, damages, malfunctions or service failures caused by (1) actions of any non-Kavi personnel, (2) failure to adhere to the Documentation or Kavi’s installation, operation or maintenance instructions, (3) attachment to or incorporation in the Licensed Software with non-Kavi products not supported by Kavi or Use of the Licensed Software with equipment other than the Equipment, (4) any old release of the Licensed Software which is specified to be “Not Supported” , or (5) any factor beyond Kavi’s control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation facilities,

fuel or energy shortages, or acts or omissions of communications carriers. Support Services are expressly limited to the support of the Licensed Software as initially provided herein and modified by Kavi as part of Support Services, and specifically excludes all custom software, hardware and third-party software support, unless such support is contractually agreed to by Kavi under a separate written agreement. Calls not directly attributable to an Error within the Licensed Software are not included as part of Support Services and shall be charged to Customer as professional services at Kavi's then-current hourly rates from the time of the original call.

3.2 **Subcontractors.** Kavi may subcontract any or all of the work to be performed by it under this Agreement. In all such cases, Kavi shall remain liable for the actions of such subcontractors and the performance of Kavi's obligations under this Agreement.

SECTION 4

OWNERSHIP RIGHTS

4.1 **Title.** All right, title and interest in and to the Licensed Software and any derivative works thereof, including all intellectual property rights appurtenant thereto, shall remain with Kavi, along with any upgrades, modifications or enhancements thereto. The Parties acknowledge that from time to time Kavi personnel may confer or consult with personnel of Customer regarding operation and use of the Licensed Software or Converted Code, including new applications and suggested improvements, enhancements or upgrades. Customer hereby disclaims any and all claims of sole or joint ownership rights, including copyright, in all works of authorship and other embodiments of the information submitted during such conferences or consultations which works or embodiments are created by Kavi. Each of Customer and Kavi further agrees that any work product, modified programs, program materials or any other data or information in any form that is created or modified or in the possession of any Representative, shall remain the property of the other Party, and shall be returned immediately upon demand, or if not earlier demanded, upon expiration of this Agreement.

4.2 **Customer Rights.** Subject to Sections 2.2 ("Restrictions") and 4.1, Customer retains all right, title and interest in and to the Converted Code and any derivative works thereof.

4.3 **Reserved Rights.** All rights with respect to the Licensed Software, including any derivative works thereof, whether now existing or which may hereafter come into existence, which are not expressly granted to Customer herein, are reserved to Kavi. Customer acknowledges that no intellectual property rights in the Licensed Software shall vest in Customer as a result of this Agreement, or the licenses granted herein. Customer agrees to take or cause to be taken reasonable precautions to comply with all copyright, trademark, trade secret, patent and other laws necessary to protect the Licensed Software, including any and all information contained therein, and agrees not to remove, conceal or obliterate any copyright, credit line, date line or other proprietary notice included in the Licensed Software and Converted Code. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that Kavi may acquire, license, market, distribute, develop for itself or others, or have others develop for it, similar technology performing the same or similar functions as the Licensed Software.

SECTION 5

COMPENSATION

5.1 **License Fees.** All licenses granted hereunder, as well as all Services provided hereunder, shall be provided at the rates ("Fees") set forth in the AWS Marketplace; provided, however, the Fees may be adjusted from time to time based on Kavi's Pricing Policies mentioned in the AWS Marketplace.

5.2 **Refund Policy.** Refund Policy of this license will be specified in the “Refund Policy” document available in the AWS Marketplace.

SECTION 6

REPRESENTATIONS, WARRANTIES, COVENANTS AND DISCLAIMERS

6.1 **Quality of Services.** Kavi covenants that Kavi shall perform all Services hereunder in a professional and workmanlike manner, consistent with industry standards, by properly trained personnel.

6.2 **Business Continuity Plan.** Kavi covenants that it shall maintain during the Term a business continuity plan that reasonably addresses the continuation of Services if an incident (act or omission) impairs or disrupts Kavi’s provision of Services (“BCP Plan”). Kavi covenants that the BCP Plan will at all times conform to generally accepted industry standards for business continuity planning (collectively, the “BCP Standards”). If at any time Kavi becomes aware that it is not in compliance with the BCP Standards, Kavi will promptly notify Customer and will cure any such noncompliance within thirty (30) calendar days thereafter (or, if such non-compliance cannot be cured within such period, Kavi will use its reasonable efforts to cure such noncompliance as soon as possible).

6.3 **DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 6, KAVI LICENSES THE LICENSED SOFTWARE TO CUSTOMER “AS IS,” AND KAVI MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS OR CAPABILITIES OF THE LICENSED SOFTWARE OR ANY SERVICES, GOODS, PERSONNEL OR RESOURCES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER KAVI NOR ANY OF ITS AFFILIATES REPRESENT OR WARRANT THAT THE SERVICES OR LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE FUNCTIONS WILL MEET CUSTOMER’S INDIVIDUALIZED REQUIREMENTS.**

6.4 **LIMITATION OF DAMAGES. IN NO EVENT WILL KAVI OR ITS REPRESENTATIVES BE LIABLE TO CUSTOMER OR ITS CUSTOMER’S REPRESENTATIVES FOR ANY (1) DIRECT DAMAGES IN THE AGGREGATE IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO KAVI UNDER THE SOW GIVING RISE TO SUCH LIABILITY DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, OR (2) DAMAGE, INJURY, LOSS, OR EXPENSE, INCLUDING, WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES, WHETHER CAUSED BY (A) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, UNAUTHORIZED ACCESS TO, OR ALTERATION OR USE OF THE LICENSED SOFTWARE, OR (B) ERRORS, INACCURACIES, OMISSIONS, OTHER DEFECTS IN, UNTIMELINESS, OR UNAUTHENTICITY OR INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH THE LICENSED SOFTWARE, OR (C) ANY OTHER FAILURE, ACTION, OR OMISSION, AND REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER THEORY OR CAUSE OF ACTION, LOSSES OR EXPENSES, EVEN IF KAVI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS OR EXPENSE, ARISING IN CONNECTION WITH THE LICENSED SOFTWARE OR SERVICES.**

6.5 **Remedy.** Kavi shall, as Customer's exclusive remedy for any nonconformity in the Licensed Software, repair (as Support Services) or replace (at its option) the Licensed Software with a conforming version thereof or, if Kavi is unable to provide such a conforming version, refund the License Fees paid to Kavi for the nonconforming copies on a prorated basis.

SECTION 7

TERM

7.1 **Term.** Term refers to the duration of the actual use of this software, as controlled through AWS Marketplace.

SECTION 8

INDEMNIFICATION

8.1 **By Kavi.** Kavi shall indemnify, defend and hold harmless Customer from and against a third-party claim or action that the Licensed Software, furnished and used within the scope of this Agreement, infringes or unlawfully misappropriates such Party's United States patent, copyright, trademark, or trade secret, and will pay amounts awarded to such Party by a court of appropriate jurisdiction to the extent based on such claims or otherwise included in a settlement of such claims approved by Kavi, provided that: (a) Customer notifies Kavi in writing promptly upon becoming aware of such a claim; (b) Kavi has sole control of the defense and all related settlement negotiations; and (c) Customer provides Kavi with the reasonable assistance, information and authority necessary to perform the obligations of Kavi under this paragraph. Kavi shall have no liability for any claim to the extent based, in whole or in part, on: (i) use of the Licensed Software outside the scope of this Agreement; (ii) use of a superseded or altered (other than by Kavi) release of the Licensed Software, if the infringement would have been avoided by the use of the current unaltered release of the Licensed Software made available by Kavi to Customer; (iii) the combination, operation or use of any Licensed Software furnished or authorized under this Agreement with software, hardware, or other materials not furnished by Kavi if such infringement would have been avoided by the use of the Licensed Software without such software, hardware or other materials; or (iv) any modification of the Licensed Software not made by Kavi. In the event the Licensed Software are held to infringe, or are believed by Kavi to infringe, a United States patent, copyright or trade secret, Kavi shall, at its option, either: (A) modify the Licensed Software to be non-infringing; (B) obtain for Customer a license to continue using the Licensed Software; (C) replace the Licensed Software with non-infringing software substantially complying with the Licensed Software's specifications without the loss of material features or functionality; or (D) terminate the license for the infringing Licensed Software and refund the license fees paid, and other pre-paid fees on a prorated basis. This Section states Kavi's entire liability and Customer's exclusive remedy for claims of infringement, whether such action, claim or proceeding is based on breach of warranty or any other cause of action.

8.2 **By Customer.** Customer shall indemnify, defend and hold harmless Kavi for any claim or action brought against Kavi to the extent such action is based, in whole or in part, on: (a) use of the Licensed Software by Customer or any other Party outside the scope of this Agreement; (b) infringement claims for use of any modification or change to the Licensed Software made by or for Customer; or (c) the combination, operation or use of the Licensed Software with hardware, software or data not provided by Kavi hereunder. In no event shall Customer settle any such claim, lawsuit or proceeding which results in an assignment, license or transfer of rights in the Licensed Software or which otherwise affects Kavi's rights in the Licensed Software without Kavi's prior written approval.

SECTION 9

DISPUTE RESOLUTION

9.1 **Arbitration.** To the extent any dispute, controversy or claim, whether based on contract, tort, statute or other legal or equitable theory (including any amendments or extensions thereto) (collectively, a “Claim”) arising out of or relating to this Agreement, or the breach thereof, cannot be settled by the Parties, except as provided in Section 9.2 below, the same shall be subject to final and binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes. The arbitration proceeding shall occur in Chicago, Illinois, each Party shall bear its own costs relating to such arbitration, and the Parties shall equally share the arbitrators’ fees. The validity, interpretation and performance of this Agreement shall be governed exclusively by the laws of the State of Illinois, with personal jurisdiction in the State of Illinois, excluding its conflict of law rules.

9.2 **Equitable Remedies.** Any proceeding between the Parties seeking specific performance, injunctive relief or other equitable remedies shall not be subject to arbitration pursuant to Section 9.1 above, but instead shall be under the exclusive jurisdiction and venue in the federal courts in the State of Illinois, or in the event there is no federal subject matter jurisdiction, in the state courts located in Cook County, Illinois. This choice of jurisdiction and venue shall not prevent either Party from seeking specific performance or injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any other appropriate jurisdiction. In the event a suit or action with respect to this Agreement is commenced including actions for indemnification, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and other costs, (e.g., costs of appeal).

SECTION 10

MISCELLANEOUS

10.1 **Entire Agreement; Benefit; Amendments.** This Agreement sets forth the entire agreement between the Parties and supersedes all prior proposals and communications between the Parties relating to the subject matter of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto, together with their respective legal representatives, successors and assigns. This Agreement may not be amended, modified or supplemented except in a writing signed by the Parties hereto.

10.2 **Counterparts.** This Agreement may be executed in counterparts, which together shall constitute one and the same document.

10.3 **Survival.** Any provision of this Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration thereof shall so survive, and shall apply to respective successors and assigns.

10.4 **Force Majeure.** Neither Party shall be liable for nonperformance or delay in performance by any event reasonably beyond the control of such Party, including, but not limited to, Internet transmission stoppages or delays outside the control of the Parties, wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, epidemics, fires, flood, earthquake, force of nature, explosion, embargo, or any other act of God, or any law, proclamation, regulation, ordinance or other statute or order of any court, government or government agency.

10.5 **Waiver; Severability.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. If any provisions of this Agreement are held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its terms.

10.6 **Assignment.** Neither Party may assign or transfer, in whole or in part, this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party and any attempted assignment or transfer shall be void, except that Kavi may assign its rights, interests, duties and obligations to the buyer of all or substantially all of the assets and business of Kavi provided that such assignment shall not relieve Kavi of its duties and obligations hereunder in the event the buyer of Kavi's assets and business fails to perform same.

10.7 **Notices.** For purpose of this Agreement, any notification regarding breach or default, and any other notices required under this Agreement, shall be provided in writing by personal delivery or prepaid first class registered or certified U.S. Mail, as well as electronic mail with a confirmation of receipt, to the Party's last known address.