

END USER LICENSE AGREEMENT

This End User License Agreement, including the Order Document which by this reference is incorporated in this Agreement (this “Agreement”), is a binding agreement between the person or entity identified on the Order Document as the licensee of the Software (“you” or “your”), and either ayfie Group AS, ayfie AS, a Norwegian company wholly owned by ayfie Group AS, or ayfie AB, a Swedish company wholly owned by ayfie Group AS, or ayfie GmbH, a German company wholly owned by ayfie Group AS, or ayfie Inc., a US Delaware Company wholly owned by ayfie Group AS, as determined by Section 1(b) below, and in any case, referred to in this Agreement as the “Company”.

THE COMPANY LICENSES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY CHECKING THE "I AGREE" BOX OR OTHERWISE USING THE SOFTWARE YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF YOU ARE A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, THE PERSON ACCEPTING THIS AGREEMENT HAS THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON YOUR BEHALF AND TO BIND YOU TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, COMPANY WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO YOU AND YOU MUST NOT DOWNLOAD, USE OR INSTALL THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THE COMPANY’S SOFTWARE.

1. Definitions.

a. “Authorized Users” means those users for which you have obtained distinct user licenses for the Software, as specified in the Order Document.

b. “Company” has the meaning set forth in the preamble, as determined in accordance with the below:

If the Software was Purchased in:	then Company means:
Americas	ayfie Inc.
Sweden	ayfie AB
Norway, Middle East, Africa, Japan	ayfie AS
Europe (other than Norway, Sweden)	ayfie GmbH

c. “Documentation” means user manuals, technical manuals and any other materials provided by the Company, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Software.

d. “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

e. “License Fees” means the license fees, including all taxes thereon, paid, or required to be paid, by you for the license granted under this Agreement as set forth in the Order Document.

f. “Order Document” means the purchase order or any equivalent ordering document(s) which details the components, solutions, and quantities of your purchase of the Software granted under this Agreement as accepted by the Company.

g. “Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

h. “Software” means the software programs for which you are purchasing a license, as expressly set forth in the Order Document.

i. “Term” has the meaning set forth in Section 11(a).

j. “Third Party” means any Person other than you or the Company.

k. “Third Party Software” has the meaning set forth in Section 3(a).

l. “Update” has the meaning set forth in Section 7(b).

2. License Grant and Scope. Subject to and conditioned upon your payment of the License Fees and strict compliance with the terms and conditions of this Agreement, the Company hereby grants to you a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through your Authorized Users, the Software and Documentation, solely as set forth in this Section 2. Any use by your Authorized Users is subject to their acknowledgement of and agreement with the terms and conditions of this Agreement. This license grants you the right, exercisable solely by and through your Authorized Users, to:

a. Download and install the Software in accordance with the Documentation on an unlimited number of machines, physical or virtual, owned or leased, and controlled by, you. You may make one copy of the Software solely for archival purposes or for purposes of reinstalling the Software on a machine upon which the Software was previously installed, provided, however, that you may not, and shall not allow any Person (including Authorized Users) to, install or use such copy other than if and for so long as the copy installed in accordance with the preceding sentence is inoperable and, provided, further, that you shall promptly uninstall and otherwise delete such inoperable copy. The copy of the Software made by you:

- i. will be the exclusive property of the Company;
- ii. will be subject to the terms and conditions of this Agreement; and
- iii. must include all trademark, copyright, patent and other Intellectual Property Rights notices contained in the original.

b. Use and run the Software as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation, and solely for your internal business purposes.

3. Third Party Software.

a. The Software may include software, content, data or other materials, including related documentation, that are owned by Persons other than the Company ("Third Party Software") and that are provided to you on licensee terms that are in addition to and/or different from those contained in this Agreement. You agree to comply with such license terms. Any breach by you or any of your Authorized Users of any Third Party Software license is also a breach of this Agreement. A list of the Third Party Software included in the Software is provided in the "Licenses" folder of the Software.

b. You acknowledge and agree that the Company has no responsibility for, and makes no representations or warranties regarding, Third Party Software or your use of such Third Party Software. Without limiting the foregoing, and for the avoidance of doubt, you acknowledge that the Company has no responsibility for any and all defects, delays or decreases in performance, damages, or other issues associated with the Software relating to or arising from Third Party Software or your use thereof, and you hereby irrevocably waive any rights or claims that you have or may have in the future against the Company in connection with the presence or effects of any such Third Party Software.

4. Use Restrictions. You shall not, and shall require your Authorized Users not to, directly or indirectly:

- a. use (including make any copies of) the Software beyond the scope of the license granted under Section 2;
- b. provide any Person (other than Authorized Users) with access to or use of the Software or Documentation;
- c. modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
- d. combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- e. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- f. remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;
- g. except as expressly set forth in Section 2(a), copy the Software, in whole or in part;
- h. without the prior written consent of the Company, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;
- i. use the Software or Documentation in violation of any federal, state, local or other law, regulation or rule;

- j. use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to the Company's commercial disadvantage; or
- k. without the prior written consent of the Company, use or disclose any proprietary or confidential information of the Company, including, without limitation, the results of any benchmark test of the Software, other than as specifically provided in this Agreement.

5. Responsibility for Use of Software. You are responsible and liable for all uses of the Software and Documentation through your access thereto, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by your Authorized Users or by any other Person to whom you or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

6. Audit Rights.

- a. The Company may, in its sole discretion, audit your use of the Software under this Agreement at any time to ensure your compliance with this Agreement. You agree to fully cooperate with the Company's personnel conducting such audits and to provide all access requested by the Company to records, systems, equipment, information and personnel, including machine IDs, serial numbers and related information.
- b. If the audit determines that your use of the Software exceeds or exceeded the use permitted by this Agreement, then:
 - i. You agree to, within three (3) days following the date of the Company's written notification thereof, pay to the Company the retroactive License Fees for such excess use and, unless the Company terminates this Agreement pursuant to Section 6(b)(iii), obtain and pay for a valid license to bring your use into compliance with this Agreement. In determining the Licensee Fee payable pursuant to the foregoing, (x) unless you can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the commencement date of this Agreement or, if later, the completion date of any audit previously conducted by the Company pursuant this Agreement, and (y) the rates for such licenses shall be determined without regard to any discount to which you may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement);
 - ii. If the use exceeds or exceeded the use permitted by this Agreement by more than five percent (5%), you agree to reimburse the Company for all costs incurred by the Company in conducting the audit within three (3) days following the date of the Company's request therefore;
 - iii.
 - iv. If the use exceeds or exceeded the use permitted by this Agreement by more than ten percent (10%), the Company shall have the right to terminate the Term and the license granted pursuant this Agreement, effective immediately upon written notice to you.
- c. The Company's remedies set forth in Section 6(b) are cumulative and are in addition to, and not in lieu of, all other remedies the Company may have at law or in equity, whether under this Agreement or otherwise.

7. Maintenance and Support Not Included.

- a. Maintenance and Support. Unless specifically set forth in the Order Document, the Company will not provide you with any maintenance or support services with respect to the Software pursuant to this Agreement. Notwithstanding the foregoing, the Company may offer you such services separately, provided, however, that any such services provided to you will be subject to and governed by a separate maintenance and support services contract entered into by you and the Company, and in accordance with the terms and conditions set forth in Exhibit A (the "**SUBSCRIPTION AND SUPPORT POLICY**")
- b. Updates. Unless specifically set forth in the Order Document, the Company may, but need not, provide you with updates, upgrades, extensions or enhancements to the Software (collectively, "Updates"), provided, however, that any such Updates provided shall be subject to and governed this Agreement.

8. Collection and Use of Information.

- a. You acknowledge that the Company may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, and you authorize the Company to perform all action required or desired in connection with the collection of this information.
- b. You acknowledge and agree that the Company may use such information for any purpose related to any use of the Software by you or on your equipment, including but not limited to: (i) improving the performance of the Software or developing

Updates; and (ii) verifying your compliance with the terms of this Agreement and enforcing the Company's rights, including all Intellectual Property Rights in and to the Software and the Documentation.

9. Intellectual Property Rights.

- a. You acknowledge and agree that the Software and Documentation are provided under license, and not sold, to you. Other than the license granted under Section 2, the Agreement does not provide you with any ownership interest in the Software or Documentation, or with any other rights thereto. The Company reserves and shall its entire right, title and interest in and to the Software and the Documentation and all Intellectual Property Rights arising out of or relating to the Software and the Documentation, except as expressly granted to you under Section 2 of this Agreement.
- b. You acknowledge and agree that the Software and Documentation are protected by United States and international copyright laws and other laws and regulations, including intellectual property laws and regulations. Furthermore, you acknowledge and agree that the Software is derived from and contains trade secrets which provide the Company a competitive business advantage. You agree to safeguard all Software and Documentation (including any copies thereof) from Intellectual Property Right infringement, misappropriation, theft, misuse or unauthorized access. You agree to promptly notify the Company if you become aware of any infringement of the Company's Intellectual Property Rights in the Software or the Documentation and to fully cooperate with the Company in any legal action taken by it to enforce its Intellectual Property Rights.

10. Payment. License Fees are payable in accordance with and in the manner set forth in the Order Document. All License Fees are non-refundable. Unless otherwise agreed to in writing by the parties, any renewal of the license pursuant this Agreement shall not be effective until the fees for such renewal have been paid in full.

11. Term and Termination.

- a. This Agreement and the license granted pursuant this Agreement shall remain in effect until terminated as set forth in the Order Document, unless sooner terminated under to this Agreement (the "Term").
- b. The Company may terminate the Term and this Agreement, effective upon written notice to you, if you breach this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for ten (10) days after the Company provides you with written notice thereof. The Company may terminate the Term and this Agreement for any or no reason upon thirty (30) days' prior written notice to you.
- c. The Company may terminate the Term and this Agreement, effective immediately, if you: (i) file, or have filed against you, a petition for voluntary or involuntary bankruptcy or similar insolvency law (whether of the United States or otherwise); (ii) make or seek to make a general assignment for the benefit of your creditors; or (iii) you apply for, or consent to, the appointment of a trustee, receiver or custodian for a substantial part of your property.
- d. Upon expiration or earlier termination of the Term and this Agreement, the license granted pursuant this Agreement shall also terminate, and you shall cease using and certify to the Company in writing the destruction of all copies of the Software and Documentation. No expiration or termination shall affect your obligation to pay all Licensee Fees accrued or payable on or before the date of expiration or termination, or entitle you to any refund, in each case except as set forth in Section 12(b). Sections 1, 3, 5, 6, 7, 8, 9, 10, 11(d), 12, 13 and 15, as well as any other provision that, to give proper effect to its intent, should survive expiration or termination, shall also survive termination of this agreement.

12. Limited Warranty; Exclusive Remedy and Disclaimer.

a. Limited Warranty. Solely with respect to Software for which the Company receives a License Fee, and subject to Section 3(b), the Company warrants that, for the first ninety (90) days of the Term: (i) any media on which the Software is provided will be free of material damage and defects in materials and workmanship under normal use; and (ii) the Software will substantially contain the functionality described in the Documentation, and when properly installed on a machine meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith.

i. THE FOREGOING WARRANTIES DO NOT APPLY, AND THE COMPANY STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SOFTWARE.

ii. The warranties set forth in Section 12(a)(i) and Section 12(a)(ii) will not apply and/or will become null and void: (i) with respect to any Updates; (ii) if you breach any provision of this Agreement; or (iii) if you, any Authorized User or any other Person provided access to the Software by you or any Authorized User, whether or not in violation of this Agreement (X) install or use the Software on or in connection with any hardware or software not specified in the Documentation; (Y) modify or damage the Software, or the media on which it is provided, including, without limitation, abnormal physical or electrical stress; or (Z) misuse the Software, including, without limitation, any use of the Software other than as specified in the Documentation.

b. **Exclusive Remedy.** If, during the period specified in Section 12(a), any Software covered by the warranty set forth in such Section fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty pursuant to the Section 12(a)(i) or 11(a)(ii)11.a.ii, the Company will, subject to your prompt notification to the Company in writing of such failure, at its sole option, either: (i) repair or replace the Software, provided that you provide the Company with all information the Company requests to resolve the reported failure, including sufficient information to enable the Company to recreate such failure; or (ii) refund the License Fees paid for such Software and terminate this Agreement. If the Company repairs or replaces the Software, the warranty will continue to run from the initial date specified on the Order Document, and not from Licensee's receipt of the repair or replacement. The remedies set forth in this Section 12(b) are Licensee's sole remedies and the Company's sole liability under this Agreement.

c. **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

a. IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN NO EVENT WILL THE COMPANY'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE COMPANY PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE.

c. YOU MUST COMMENCE ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, YOU ACKNOWLEDGE AND AGREE THAT SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

d. THE LIMITATIONS SET FORTH IN SECTION 13(a), SECTION 13(b) and SECTION 13(c) SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14. **Export Regulation.** You acknowledge that the Software and/or the Documentation may be subject to United States export control laws, including the United States Export Administration Act and its associated regulations, to Norwegian export control laws, or to other international export laws, rules or regulations, as applicable. You shall not, directly or indirectly, export, re-export or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software or Documentation available outside the jurisdiction in which you are located. Without limiting the generality of the foregoing, you understand that under no circumstances may you export (whether directly or indirectly) the Software to any country subject to United States embargo or to United States -designated denied persons or prohibited entities or United States specially designated nationals.

15. **Miscellaneous.**

a. **Governing Law; Jurisdiction; Venue.** If "Company" means ayfie Group Inc. this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other

than those of the State of Delaware. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated pursuant to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in Delaware and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. If "Company" means ayfie Group AS, ayfie AS, ayfie AB, ayfie GmbH this Agreement shall be governed by and construed in accordance with the internal laws of Norway without giving effect to any choice or conflict of law provision or rule (whether of Norway or any other jurisdiction) that could cause the application of laws of any jurisdiction other than those of Norway. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated pursuant to this Agreement shall be instituted exclusively in the courts of Norway located in the Municipality of Oslo, and each party irrevocably waives any objection based on improper venue or forum non conveniens.

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of this Agreement. Service of process, summons, notice or other document by mail to such party's address set forth in this Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods, and similar treaties, conventions and accords, all as may be amended, do not apply to or govern this Agreement.

- b. Force Majeure. The Company shall not be in default pursuant this Agreement by reason of any failure or delay in the performance of its obligations pursuant this Agreement where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or your equipment, loss or destruction of property or any other circumstances or causes beyond the Company's reasonable control.
- c. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered or provided by overnight messenger or courier service to the receiving party at the addresses appearing on the Order Document for such party (which address may be changed by a notice complying with this Section). Each notice or other communication shall conclusively be deemed to have been given and delivered (a) on the date delivered, if by hand or messenger or courier service; or (b) upon the date delivery is refused, if applicable.
- d. Entire Agreement. This Agreement, together with the Order Document, and any other documents that are incorporated by reference in this Agreement, constitute the sole and entire agreement between you and the Company with respect to the subject matter contained in this Agreement, and supersedes all prior and contemporaneous understandings, proposals, negotiations, agreements, representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, you agree that: (i) any terms or conditions contained in any purchase order, or other request for the Software or for services made by you have been and are rejected by the Company; (ii) no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any terms expressed in this Agreement; (iii) no representations or statements of any kind, including, but not limited to dealer advertising, presentations, oral or written, made by any agent or representative of the Company that are not stated in this Agreement shall be binding upon the Company; and (iv) the terms of this Agreement supersede any terms contained in the Software package and Documentation delivered to you pursuant to this Agreement.
- e. Assignment. You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the Company's prior written consent, which consent the Company may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving you (regardless of whether you are a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which the Company's prior written consent is required. No delegation or other transfer will relieve you of any of your obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 15(e) is void. The Company may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the Company and you and the Company's and your respective permitted successors and assigns.
- f. Third Party Rights. This Agreement is for the sole benefit of you and the Company and your and the Company's respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- g. Amendments. This Agreement may be amended, modified or supplemented only by an agreement in writing signed by you and the Company. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege pursuant this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- h. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by both parties. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- i. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Furthermore, If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- j. Headings. The section numbers and captions utilized in this Agreement are for reference only and in no way are intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in any way affect this Agreement.
- k. Authorized Distributors and Resellers. For the avoidance of doubt, you acknowledge and agree that the Company's authorized distributors and resellers do not have the right to make modifications to this Agreement, or to make any additional representations, warranties or commitments binding on the Company.

EXHIBIT A

SUBSCRIPTION AND SUPPORT POLICY

This Subscription and Support Policy (“Policy”) is effective April, 2015, and applies on a global basis. It details the Subscription Services and Technical Support we provide to customers for ayfie™ software covered under active Subscription and Support agreements. ayfie reserves the right to amend this Policy periodically and will post future updates at <http://ayf.ie/support>.

Definitions

Technical Support allows your designated Support Contacts to receive technical assistance from ayfie Support Engineers during regional business hours. Under this Policy, you may contact Technical Support for any technical questions or issues about your Licensed Software. General product questions should be directed to your ayfie sales representative. Questions related to integration or other professional services activities should be directed to your Reseller or to ayfie Professional Services.

Subscription Services includes the appropriation of major, minor and maintenance releases to the underlying product SKU for the duration that your subscription remains active. Major Releases, or upgrades, generally contain functional enhancements. Minor Releases typically introduce limited new features and functionality. Maintenance Releases, or updates, tend to provide fixes or maintenance corrections.

Scope

ayfie will deliver Subscription Services and Technical Support for your software when used in a supported configuration in accordance with documentation. This program gives you access to our Support Engineers during regional business hours for technical assistance, in addition to version upgrades, product enhancements and fixes for software purchased and installed during the term of your Subscription and Support Agreement.

Support Hours

Business Hours are Monday-Friday as follows:

North America	9 a.m. – 5 p.m. EST
Europe	08:00 – 16:00 GMT / GMT +1

Customer Support Contacts

ayfie will provide Technical Support to your organization through designated Support Contacts. You may assign up to four (4) Support Contacts to liaison with ayfie Technical Support. These individuals should possess the appropriate technical and product knowledge and system level access to assist ayfie Support Engineers in the resolution of open issues. These individuals will be responsible for: opening cases; overseeing your request for assistance; assisting ayfie in resolving service requests including deploying troubleshooting processes within your organization; and receiving maintenance information. ayfie reserves the right to request replacement of any designated Support Contacts if they lack the necessary technical and product skills or are unresponsive to our Technical Support requests.

Contacting Technical Support

Customers with a Subscription and Support agreement in effect may have their designated Support Contacts open a support case with ayfie Technical Support from the technical support web site. Please be prepared with the following information when logging a case: software release level, any maintenance applied, system configuration, details of the issues you are experiencing, company name and contact details. You must open a separate case for each problem. After logging your issue(s), you will receive an email confirmation with a unique case number.

- . **Technical Support Website:** <http://ayf.ie/support>

Assisting Your Support Engineer

The ayfie Technical Support Engineer assigned to your case will contact you via the support ticket to ask specific questions about your issue. Any additional details you can provide may serve to accelerate your problem diagnosis and resolution. The following information, if available, will help your Technical Support Engineer identify and troubleshoot issues:

- . Description of impact on your system and business operations;
- . The exact text of error messages and diagnostic details;
- . Logs, traces and screen dumps;
- . Networking tracking and configuration information
- . Steps to reproduce the problem and known workarounds

Issue Resolution

Once the nature of the problem is established, your Technical Support Engineer will work to isolate its cause. This may require further questioning, changing software configurations, running diagnostics, modifying processes, applying updates, and other steps. Once the cause of your problem is isolated, your Technical Support Engineer will deliver a resolution that may include any one of the following steps:

- . Software that fixes the problem
- . Permanent business or system workaround
- . Temporary business or system workaround
- . Action plan for the development of a fix or workaround

Before closing a support case, we will ask for your agreement that the problem has been resolved to your satisfaction and for confirmation that the support case can be closed. A summary will be sent to you with a description of the problem and the resolution.

Product Lifecycle

Current software versions are eligible for Technical Support including support services and service releases, while support for older versions may be limited. Technical Support is not offered for releases designated as End of Life. For unsupported releases, new product enhancements and fixes will not be available.

Compliance

We ask that you implement all currently available upgrades and updates to your licensed software in a timely manner, or ayfie may deny Technical Support for an issue. If we determine your organization is not in compliance with your License or Support Agreements or if you have requested assistance for software not covered under a Support Agreement, ayfie reserves the right to: use our standard processes to verify your compliance with License and Support Agreements; invoice you for Technical Support fees; or stop providing Technical Support for your software until you become compliant.

Limitations

ayfie provides Technical Support to address issues where your software is not conforming to its documentation, when properly used. ayfie is not required to provide Technical Support for software that has been damaged by a deliberate act, misuse, accident, modification, natural disaster, act of nature, "act of God," power failure or surge, unsuitable physical or operating environment, improper maintenance, or failure caused by components or technology that we did not supply. ayfie is not responsible for delays caused by your organization or your network, system or telephone line problems; by outages or denials of service; or any events outside of our reasonable control. We are not obligated to provide Technical Support for any software operating in an alternative configuration. In the event you have not used, installed, serviced or implemented software in accordance with its documentation, ayfie Technical Support may be limited or unavailable for your software.

Term and Termination

Technical Support and Subscription Services will commence on the date on the Order Document and, unless terminated earlier in accordance with the terms of the Agreement, for the term specified (the "**Initial Term**") in the Order Document. The agreement will automatically renew for additional one (1) year terms (or for term purchased if different than one year) (each, a "**Renewal Term**," and the Initial Term, collectively with any and all Renewal Terms, shall be referred to as the "**Support Term**"), unless either party provides the other (or if purchased through a reseller, you provide reseller) with written notice of its intent not to renew the agreement at least thirty (30) days prior to the end of the then current Initial Term or Renewal Term. If you allow your Support Term to expire, it must expire for all of your licenses. If you would like to re-instate Technical Support and Subscription Services, it must be re-instated for all of your licenses. You may seek to re-activate Technical Support and Subscription Services by submitting a purchase order that includes fees for the lapsed period plus a re-instatement fee.

ayfie Subscription and Support Summary

Feature	Support
Hours of Operation North America Europe	Monday-Friday 9 a.m. – 5 p.m. EST 08:00 – 16:00 GMT/GMT +1
Length of Service	While Subscription Remains Active
Major Releases	Yes (for the product SKU)
Minor Releases	Yes (for the product SKU)
Maintenance Releases	Yes (for the product SKU)
Products Supported	All licensed software products
Method of Access	Technical Support Web Site
Response Method	Technical Support Web Site
Number of Customer Designated Support Contacts	4
Number of Support Requests	Unlimited
General Product Questions	Direct to Your Sales Representative
Professional Services Questions	Direct to Your Reseller or ayfie Professional Services