

Software End User License Agreement

This End User License Agreement (the “**Agreement**”), is a legal and enforceable agreement between Reflexion Interactive Technologies, LLC, a Pennsylvania limited liability company (“**Licensor**”) and the purchaser identified in the Quote (“**Licensee**” or “**You**”) for limited use of certain Software that operates with the Product.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR LICENSEE’S 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 LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR’S SOFTWARE.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

“**Account**” means an arrangement by which an Authorized User is given personalized access to the Software by creating a username and password.

“**Authorized Users**” means solely those individuals who have created an Account and are authorized to use the Software pursuant to the license granted under this Agreement.

“**Data Services**” means services available through the Internet made available to You for the use of the Product or Software that provide and permit the access, collection, storage, processing, analysis and/or transmission of data generated by the Product or Software.

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

“**Equipment Agreement**” means that certain Equipment Lease or Equipment Sale and Purchase Agreement, as applicable, dated as of the date hereof, by and between Licensor and Licensee, whereby Licensee purchased or leased, as applicable from Licensor, the Product.

“**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.

“**Licensee**” has the meaning set forth in the preamble.

“**License Fees**” means the license fees set forth in the Quote , including all taxes thereon, paid or required to be paid by Licensee for the license granted under this Agreement.

“**Licensor**” has the meaning set forth in the preamble.

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

“**Privacy Policy**” has the meaning set forth in Section 4(q).

“**Product**” means the Equipment in the Equipment Agreement.

“**Software**” means the software programs for which Licensee is purchasing a license, as expressly set forth in this Agreement.

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

“**Third Party**” means any Person other than Licensee or Licensor.

“**Update**” has the meaning set forth in Section 8.

“**You**” means Licensee and Authorized Users.

2. License Grant and Scope. Subject to and conditioned upon Licensee’s payment of the License Fees and Licensee’s strict compliance with all terms and conditions set forth in this Agreement and the Equipment Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non- sublicensable, limited license (the “**License Grant**”) for Authorized Users to use the Software during the Term in the manner prescribed in the Documentation. You may install in accordance with the Documentation the Software on any number of computers or mobile devices, but You shall only create up to 10,000 Accounts. You may only copy the software for backup or archive purposes.

3. License Fees.

(a) Licensee will pay to Licensor the applicable License Fees and any other fees incurred pursuant to this Agreement, each of which shall be invoiced or transmitted via an electronic payment portal or such other means as required by Licensor.

(b) Payment will be due net thirty (30) calendar days from the date of invoice. Any undisputed amounts not paid when due shall accrue interest at the rate of ten percent (10%) per month, or the highest rate allowed by law, whichever is higher.

4. Use Restrictions. You shall not directly or indirectly:

(a) use (including make any copies of) the Software, Product, or Documentation beyond the scope of the License Grant under Section 2;

(b) provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Software, Product, Account(s), or Documentation;

(c) create an Account for any Person other than for the Authorized User or use or attempt to use an Account of another Authorized User;

(d) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software, Product, or Documentation or any part thereof;

(e) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;

(f)reverse engineer, disassemble, decompile, or decode the Software or Product, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

(g)develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology or manual work) to scrape the Software or otherwise copy profiles and other data from Accounts;

(h)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, Product, or Documentation, including any copy thereof;

(i)except as expressly set forth in Section 2, copy the Software or Documentation, in whole or in part;

(j)rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any features or functionality of the Software or Product, 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;

(k)use the Software, Product, or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including:

(i)power generation systems;

(ii)aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; and

(iii)safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems.

(l)use the Software, Product, or Documentation in violation of any law, regulation, or rule;

(m)use the Product, Software or Documentation to develop a competing hardware and/or software product, or otherwise in any manner not set forth in this Agreement or Documentation;

(n)if the Software is firmware, copy the firmware, use it on a multi-user system or operate it separately from the Product onto which it is embedded;

(o)disclose information that you do not have the consent to disclose (such as confidential information of others); or

(p)imply or state that Licensee is affiliated with or endorsed by Licensor without Licensor's express consent.

(q)You understand that Licensor is not a healthcare professional and does not provide medical, health, treatment, diagnosis or other professional services or advice, is not licensed or endorsed by any governmental or professional organization nor does Licensor verify the accuracy of Personal Information (as such term is defined in the Privacy Policy, a copy of which can be found on our website and which may be amended, supplemented or restated from time to time (the "Privacy Policy")). Our Software and Product are not replacements for proper medical care, diagnosis and treatment, and are not intended to be medical devices, diagnosis or treatment. You agree that You

are solely responsible for obtaining proper treatment for Your health conditions. You may provide the information and reports received from Data Services to Your healthcare providers at Your own responsibility, understanding that the Software and Data Services are provided without warranty except as required by law or as otherwise expressly set forth in this Agreement.

5.Responsibility for Use of Software. Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software, Product and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software, Product and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

6.Compliance Measures

(a)On Licensor's written request, Licensee shall conduct a review of its and its Authorized Users use of the Software and Product, and certify to Licensor in a written instrument signed by Licensee or an authorized officer of Licensee that it is in full compliance with this Agreement or, if Licensee discovers any noncompliance:

(i)Licensee shall immediately remedy such noncompliance and provide Licensor with written notice thereof. Licensee shall provide Licensor with all access to the Product and all Authorized User Accounts and assistance as Licensor requests to further evaluate and remedy such noncompliance.

(ii)If Licensee's use of the Software exceeds the number Authorized Users or Accounts permitted under the license, Licensor shall have the remedies set forth in Section 6(c).

(b)During the Term at any time, Licensor may, in Licensor's sole discretion, audit Licensee's use of the Software and Product to ensure Licensee's compliance with this Agreement. Licensor shall provide 10-business days prior notice to any audit. The Licensee shall fully cooperate with Licensor's personnel conducting such audits and provide all reasonable access requested by the Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. Licensor shall only examine information directly related to the Licensee's use of the Software and Product. Licensor may conduct audits only during Licensee's normal business hours and in a manner that does not unreasonably interfere with the Licensee's business operations.

(c)If the Licensor determines that the Licensee's use of the Software or Product exceeds or exceeded the use permitted by this Agreement then:

(i)Licensor may charge a non-compliance fee to Licensee;

(ii)Licensor may increase License Fees by 15% for use of the Software; or

(iii)Licensor may terminate the Agreement and the License Grant granted in Section 2 effective immediately upon written notice to Licensee.

7.Updates and Updates. Licensor, at its sole discretion may provide updates, upgrades, bug fixes, patches, and other error corrections (collectively, "**Updates**") to the Software and Product free of charge for the Licensee. Licensee agrees that Licensor has no obligation to develop any Updates at all or for particular issues. Licensee further agrees that all Updates will be deemed Software or Product, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement and the Equipment Agreement. Licensee acknowledges that Licensor

may provide some or all Updates via download from a website designated by Licensor and that Licensee's receipt thereof will require an internet connection, which connection is Licensee's sole responsibility. Licensor has no obligation to provide Updates via any other media.

8. Collection and Use of Information. By using Licensor's Products and Software or providing us with your personal information, You are accepting and consenting to the practices, terms and conditions described in the Privacy Policy. At all times your information will be treated in accordance with the Licensor's Privacy Policy, which is incorporated by reference into this Agreement and can be viewed [here](#). You acknowledge and agree that Data Services are not a substitute for regular monitoring and medical care, and that You will ensure that all appropriate treatment, attention and efforts are made by and for your benefit to maintain your health and wellness, and the health and wellness of the Authorized Users. Our collection, storage and transmission of User Data (as such term is defined in the Privacy Policy) and any other information that you provide to us through the Data Services and Software is governed by the Privacy Policy.

9. Intellectual Property Rights. Licensee acknowledges and agrees that the Software and Documentation are licensed, not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the License Grant and subject to all terms, conditions, and restrictions under this Agreement. Licensor reserves and shall retain its entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Agreement. Licensee shall use commercially reasonable efforts to safeguard all Software including all copies thereof from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor in any legal action taken by Licensor to enforce its Intellectual Property Rights.

10. Term and Termination.

(a) The initial term of this Agreement and the license granted hereunder shall commence on the date of shipment of the Equipment (the estimated date of which is set forth in the Quote) and shall end on the last day of the month identified in the Quote, or until otherwise terminated as set forth herein (the "Initial Term"). Thereafter, this Agreement and the license granted hereunder shall automatically renew for additional periods equal in duration to the Initial Term, until terminated (i) by You through written notice to Licensor at least thirty (30) days prior to termination, or (ii) as otherwise set forth herein (the "Renewal Term," together with the Initial Term, the "Term").

(b) Licensor may, in its sole discretion at any time and for any or no reason suspend or terminate the License Grant and the rights afforded to You hereunder with or without prior notice.

(c) Licensor may terminate this Agreement, effective upon written notice to Licensee, if You materially breach this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured fifteen (15) business days after Licensor provides written notice thereof.

(d) Licensor may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(e) Licensor may terminate this Agreement, effective immediately, if Licensee has breached any material term of the Equipment Agreement or is in Default (as such term is defined in the Equipment Agreement) under the Equipment Agreement.

(f) Upon expiration or termination of this Agreement, the License Grant hereunder shall also terminate, and You shall cease using and destroy all copies of the Software and Documentation. In addition, upon expiration or termination of this Agreement, the applicable Equipment Agreement shall also terminate and to the extent that the Equipment Agreement is an Equipment Lease Agreement, You shall immediately return the Equipment, in good and functioning condition. No expiration or termination of this Agreement shall affect Licensee's obligation to pay all License Fees that may have become due before such expiration or termination, or entitle Licensee to any refund, in each case except as set forth in Section 11(c)(ii). Nor shall any expiration or termination of this Agreement impact Your obligations under Sections 6, 11, 12, 13 and 14 hereof.

11. Limited Warranties, Exclusive Remedy, and Disclaimer.

(a) With respect to Software, Licensor warrants that, for a period of fifteen (15) days following the date hereof:

(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 computer meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith.

(b) The warranties set forth in Section 11(a)(i) and Section 11(a)(ii) will not apply and will become null and void if Licensee materially breaches any material provision of this Agreement, or if Licensee, any Authorized User, or any other Person provided access to the Software and Product by Licensee or any Authorized User, whether or not in violation of this Agreement:

(i) installs or uses the Software or Product on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Licensor in writing;

(ii) modifies, tampers with, or damages the Software or Product, or the media on which it is provided, including abnormal physical or electrical stress; or

(iii) misuses the Software or Product, including any use of the Software other than as specified in the Documentation or expressly authorized by Licensor in writing.

(c) If, during the period specified in Section 11(a), any Software fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty pursuant to the Section 11(b), Licensor will, subject to Licensee's promptly notifying Licensor in writing of such failure, at its sole option, either:

(i) repair or replace the Software, provided that Licensee provides Licensor with all information Licensor requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or

(ii) refund the License Fees paid for such Software, subject to Licensee's ceasing all use of and, if requested by Licensor, returning to Licensor all copies of the Software.

If Licensor repairs or replaces the Software, the warranty will continue to run from the initial date specified herein, and not from Licensee's receipt of the repair or replacement. The remedies set forth in this Section 11(c) are Licensee's sole remedies and Licensor's sole liability under the limited warranty set forth in Section 11(a).

(d)EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11(a), THE SOFTWARE, DOCUMENTATION, AND PRODUCT ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, 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, DOCUMENTATION, AND PRODUCT 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 LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S 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.

YOUR USE OF THE SOFTWARE, PRODUCT AND RELATED PROGRAMS AND DOCUMENTATION IS AT YOUR OWN RISK AND DISCRETION. YOU ARE SOLELY RESPONSIBLE FOR (AND LICENSOR DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, CAUSED BY THE USE, MISUSE, ALTERATION OR OTHERWISE OF THE SOFTWARE, PRODUCT AND RELATED PROGRAMS AND DOCUMENTATION EXCEPT AS EXPRESSLY SET FORTH FOR THE LIMITED PERIOD IN SECTION 11(a) HEREOF. YOU ARE RESPONSIBLE FOR COMPLYING WITH ANY SAFETY WARNINGS AND PRECAUTIONS THAT ACCOMPANY THE PRODUCT. IF YOU ARE NOT COMFORTABLE WITH USING THE PRODUCT AFTER READING THE SAFETY WARNINGS, YOU MUST RETURN THE PRODUCT TO YOUR PLACE OF PURCHASE AND STOP USING THE SOFTWARE. LICENSOR IS NOT RESPONSIBLE FOR (I) YOUR FAILURE TO FOLLOW SAFETY WARNINGS, PRECAUTIONS OR ANY OTHER INSTRUCTIONS PROVIDED WITH THE PRODUCT AND/OR SOFTWARE, (II) YOUR NEGLIGENCE IN USE OF THE PRODUCT AND/OR SOFTWARE, OR (III) YOUR INTENTIONAL MISUSE OF THE PRODUCT OR SOFTWARE.

It is your responsibility to back up your system, including without limitation, any material, information or data that you may use or possess in connection with the Product or Software, and Licensor shall have no liability for your failure to back up your system or any material, information or data.

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

(a)IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU 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 LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED TEN PERCENT (10%) OF THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE THAT IS OR ARE THE SUBJECT OF THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 12(a) AND SECTION 12(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

13. Indemnity. Licensee will unconditionally indemnify and defend Licensor, its affiliates, and their officers, directors, employees, contractors and agents (each a "**Licensor Indemnified Party**") against any claims, liabilities and expenses (including court costs and reasonable attorney fees) that a Licensor Indemnified Party incurs as a result of or in connection with:

(a) any third-party claims arising from:

(i) Licensee's failure to obtain any consent, authorization, or license required for use of the Software or Product under this Agreement;

(ii) Your use of the Software or Product in a manner not expressly permitted under this Agreement;

(iii) Licensee's compliance with any technology, designs, instructions, or requirements provided by the Licensee or a Third Party on Licensee's behalf;

(iv) any claims, costs, damages, and liabilities whatsoever asserted by any Authorized Users or Persons; or

(v) any violation by You of applicable laws; and

(b) any reasonable costs and attorneys' fees required for Licensor to respond to a subpoena, court order, or other official government inquiry regarding Your use of the Software or Product.

14. Arbitration; Waiver of Classwide Claims.

(a)GENERALLY. SUBJECT TO SECTION 15(a) BELOW, LICENSEE AND LICENSOR EACH ACKNOWLEDGE AND AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY BETWEEN LICENSEE AND LICENSOR ARISING OUT OF OR RELATING TO (1) THIS AGREEMENT, INCLUDING THE VALIDITY OF THIS SECTION, AND (2) LICENSEE’S USE OF SOFTWARE AND/OR PRODUCT(S) UNDER THIS AGREEMENT (COLLECTIVELY, THE “DISPUTE”) SHALL BE RESOLVED, AT LICENSOR’S SOLE ELECTION, EITHER BY JUDICIAL RESOLUTION OR EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. LICENSEE UNDERSTANDS THAT WITHOUT THIS PROVISION LICENSEE WOULD HAVE HAD A RIGHT TO LITIGATE A DISPUTE THROUGH A COURT BEFORE A JURY OR JUDGE, AND THAT LICENSEE HAS EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREES INSTEAD TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION.

(b)ARBITRATION PROCEDURES AND FEES. IF ARBITRATION IS THE MEANS OF RESOLUTION SELECTED BY LICENSOR IN ITS SOLE DISCRETION, PRIOR TO SUBMITTING A CLAIM FOR ARBITRATION, EITHER PARTY SHALL FIRST NOTIFY THE OTHER PARTY TO TRY TO RESOLVE THE DISPUTE. IF THE DISPUTE IS NOT RESOLVED WITHIN 60 DAYS OF SUCH NOTIFICATION, THEN THE CLAIM WILL BE SUBMITTED FOR ARBITRATION. THE ARBITRATION OF ANY DISPUTE OR CLAIM SHALL BE CONDUCTED IN ACCORDANCE WITH THE THEN CURRENT AND APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) AS MODIFIED BY THIS AGREEMENT. THE ARBITRATION SHALL OCCUR BEFORE A SINGLE ARBITRATOR IN LANCASTER, PENNSYLVANIA, WHO MUST BE AN ATTORNEY WITH AT LEAST FIVE YEARS OF EXPERIENCE IN SOFTWARE ENGINEERING OR DEVELOPMENT. ANY DECISION OR AWARD BY THE ARBITRATOR RENDERED IN AN ARBITRATION PROCEEDING SHALL BE FINAL AND BINDING ON EACH PARTY, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. ANY AWARD BY THE ARBITRATOR RENDERED IN AN ARBITRATION PROCEEDING ENTERED SHALL NOT EXCEED THE AMOUNT ON THE EQUIPMENT AGREEMENT. IF EITHER PARTY BRINGS A DISPUTE IN A COURT OR OTHER NON-ARBITRATION FORUM, THE ARBITRATOR OR JUDGE MAY AWARD THE OTHER PARTY ITS REASONABLE COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES) INCURRED IN ENFORCING COMPLIANCE WITH THIS BINDING ARBITRATION PROVISION, INCLUDING STAYING OR DISMISSING SUCH DISPUTE. ANY ARBITRATION SHALL BE CONFIDENTIAL, AND NEITHER LICENSEE, NOR LICENSOR NOR THE ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION, EXCEPT AS MAY BE REQUIRED BY LAW OR FOR PURPOSES OF ENFORCEMENT OR APPEAL OF THE ARBITRATION AWARD. JUDGMENT ON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING PROPER JURISDICTION. IF ANY PORTION OF THIS ARBITRATION CLAUSE IS DETERMINED BY A COURT TO BE INAPPLICABLE OR INVALID, THEN THE REMAINDER SHALL STILL BE GIVEN FULL FORCE AND EFFECT.

(c)WAIVER OF CLASSWIDE CLAIMS; SMALL CLAIMS COURT. NEITHER LICENSEE NOR LICENSOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. LICENSEE UNDERSTANDS THAT WITHOUT

THIS PROVISION LICENSEE MAY HAVE HAD A RIGHT TO ARBITRATE A DISPUTE ON A CLASSWIDE OR REPRESENTATIVE BASIS, AND THAT LICENSEE HAS EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREE INSTEAD TO ARBITRATE ONLY YOUR OWN DISPUTE(S) IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. NOTWITHSTANDING THE ABOVE AGREEMENT TO ARBITRATE DISPUTES, LICENSEE AND LICENSOR EACH ACKNOWLEDGE AND AGREE THAT EITHER PARTY MAY, AS AN ALTERNATIVE TO ARBITRATION, BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT TO RESOLVE A DISPUTE, SO LONG AS SUCH SMALL CLAIMS COURT DOES NOT PROVIDE FOR OR ALLOW FOR JOINDER OR CONSOLIDATION OF CLAIMS.

15. General Provisions

(a) Except for individual small claims actions which can be brought in any small claims court where jurisdiction and venue are proper, all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Any arbitration, legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall, in the event that Licensor, in its sole discretion, has chosen to have disputed matters resolved by judicial determination, be exclusively instituted in the federal courts of the United States of America or the courts of the State of Pennsylvania in each case located in the City of Lancaster and County of Lancaster, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. However, for a dispute of \$10,000 or less, Licensee may choose whether the arbitration proceeds in person, by telephone, or based only on submissions. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder 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 Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.

(c) This Agreement, together with the Equipment Agreement, and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(d) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15(d) is void. Licensor 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 Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

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.