SOFTWARE LICENSE AGREEMENT

JDI DATA CORPORATION, A FLORIDA CORPORATION ("LICENSOR"), PROVIDES THE SOFTWARE (AS HEREINAFTER DEFINED) AND RELATED SERVICES, ON THE TERMS AND CONDITIONS SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT"), AN ORDER FORM (AS HEREINAFTER DEFINED) AND, IF APPLICABLE, THE SURVIVING EXISTING AGREEMENT PROVISIONS (AS HEREINAFTER DEFINED) TO THE PERSON (AS HEREINAFTER DEFINED) WHO HAS LICENSED THE SOFTWARE FROM LICENSOR PURSUANT TO THIS AGREEMENT, AN ORDER FORM AND, IF APPLICABLE, THE EXISTING AGREEMENT (AS HEREINAFTER DEFINED) ("LICENSEE") AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH SUCH TERMS AND CONDITIONS. IF LICENSEE IS A PARTY TO THE EXISTING AGREEMENT, THEN, UPON YOUR ACCEPTANCE OR DEEMED ACCEPTANCE OF THIS AGREEMENT, THE EXISTING AGREEMENT (EXCEPT FOR THE SURVIVING EXISTING AGREEMENT PROVISIONS SET FORTH THEREIN) SHALL BE SUPERSEDED AND REPLACED IN ITS ENTIRETY BY THIS AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON OR COMPLYING WITH ANY OTHER MEANS FOR ACCEPTANCE OR DEEMED ACCEPTANCE PROVIDED BY LICENSOR, YOU (A) ON BEHALF OF LICENSEE, ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS AND CONDITIONS. IF LICENSEE DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE AND THE DOCUMENTATION TO LICENSEE AND YOU MUST NOT DOWNLOAD, INSTALL, ACCESS AND/OR USE, AS APPLICABLE, THE SOFTWARE OR THE DOCUMENTATION.

THE ORIGINAL DATE ON WHICH YOU, ON BEHALF OF LICENSEE, FIRST CLICK THE "ACCEPT" BUTTON OR COMPLY WITH ANY OTHER MEANS FOR ACCEPTANCE OR DEEMED ACCEPTANCE PROVIDED BY LICENSOR IS REFERRED TO HEREIN AS THE "EFFECTIVE DATE." AS OF THE EFFECTIVE DATE, THIS AGREEMENT SHALL SUPERSEDE AND REPLACE IN THEIR ENTIRETY ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IF APPLICABLE, THE EXISTING AGREEMENT (EXCEPT FOR THE SURVIVING EXISTING AGREEMENT PROVISIONS SET FORTH THEREIN), BETWEEN LICENSOR AND LICENSEE, OTHER THAN AN ORDER FORM. LICENSOR AND LICENSEE MAY BE REFERRED TO HEREIN COLLECTIVELY AS, THE "PARTIES" AND EACH INDIVIDUALLY AS, A "PARTY."

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AN ORDER FORM OR, IF APPLICABLE, THE EXISTING AGREEMENT, OR LICENSEE'S ACCEPTANCE OR DEEMED 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 THE SOFTWARE OR THE DOCUMENTATION THAT LICENSEE DID NOT ACQUIRE, ACCESS AND/OR USE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THE SOFTWARE OR THE DOCUMENTATION.

RECITALS

WHEREAS, Licensor desires to license the Software to Licensee; and

WHEREAS, Licensee desires to obtain a license to use the Software for its internal business purposes subject to the terms and conditions set forth in this Agreement and, if applicable, for this Agreement to replace and supersede in its entirety the Existing Agreement (except for the Surviving Existing Agreement Provisions set forth therein) to which Licensee is a party.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms when used in this Agreement shall have the meanings indicated below:

1.1   "Affiliate" of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, the first-mentioned Person. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or by contract or otherwise, and the terms "controlling" and "controlled by" have meanings correlative to the foregoing.

1.2   "Authorized User" means each of the individuals who are directors, officers, managers, members, employees, agents, contractors or representatives of Licensee as identified in the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions and authorized to access and use the Software in furtherance of Licensee's Permitted Use.

1.3   "Bankruptcy Case" means the voluntary petition filed under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court bearing Case No. 23-11322-BKC-SMG.

1.4   "Bankruptcy Code" means the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532.

1.5   "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Florida.

1.6   "Business Day" means any day other than a Saturday, a Sunday or any other day on which banking institutions in Miami, Florida may or are obligated by Law to be closed.

1.7   "Documentation" means Licensor's user manuals, handbooks and installation guides relating to the Software that Licensor provides or makes available to Licensee, in any form or medium, which describe the functionality, components, features or requirements of the Software, including, without limitation, any aspect of the installation, configuration, integration, operation or use of the Software, as the case may be.

1.8   "Existing Agreement" means a software license agreement (other than this Agreement), service agreement, quote, term sheet, insertion order, statement of work or other similar agreement (and

addendums to any of the foregoing), which is (a) in writing, (b) binding on Licensee and Licensor, (c) has an effective date prior to the Effective Date and (d) in full force and effect immediately prior to the Effective Date, and which governs Licensee's and its Authorized Users' access to and use of the Software, but does not include an Order Form.

1.9 "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.

1.10 "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

1.11 "Licensee Data" means all data entered or uploaded by or on behalf of Licensee or its Authorized Users through or into the Software.

1.12 "Maintenance Release" means any update, upgrade, release or other adaptation or modification of the Software, including, without limitation, any updated Documentation, that Licensor may provide to Licensee from time to time during the Term (as hereinafter defined), which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.

1.13 "New Version" means any new version of the Software that Licensor may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Licensor's designation of a new version number), and which Licensor may make available to Licensee at an additional cost under a separate written license agreement.

1.14 "Open Source Components" means any software component that is subject to any open source license agreement, including, without limitation, any software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, MIT License, BSD licenses, Microsoft Public License (Ms-PL), or any other license that is approved by the Open Source Initiative.

1.15 "Order Form" means the order form, quote, purchase order or document of similar import filled out and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee's purchase of the license(s) for the Software granted under this Agreement and related services, which is (a) in writing, (b) binding on Licensee and Licensor and (c) in full force and effect.

1.16 "Permitted Use" means access to and use of the Software by an Authorized User for the benefit of Licensee in the ordinary course of Licensee's internal business operations.

1.17 "Person" means any individual, partnership, firm, corporation, limited liability company, joint-stock company, trust or other entity.

1.18 "Sales Tax" means sales, use, gross receipts or other similar transaction tax(es).

1.19 "Software" means Licensor's cloud-based Claims Manager application and database that are designed to assist Persons administer and report insurance claims and Maintenance Releases thereof

provided to Licensee pursuant to this Agreement and the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions, and any New Versions thereof purchased by Licensee.

1.20   "Subscription Term" means the agreed upon time period for the subscription of the Software, which, with respect to the Software, shall be as set forth in the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions.

1.21   "Surviving Existing Agreement Provisions" means the provisions set forth in the Existing Agreement that govern: (a) the term of the Existing Agreement (the "Existing Agreement Term"); (b) the scope of the license granted to Licensee under the Existing Agreement and the related services to be rendered by or on behalf of Licensor in connection therewith; (c) the fees to be paid by Licensee to Licensor with respect to such license and services during the Existing Agreement Term; (d) the timing, frequency and frequency in which Licensee is to make payment of amounts owed Licensor with respect to such license and services during the Existing Agreement Term; and (e) Licensee's address for receipt of notices from Licensor.

1.22   "Third-Party Materials" means materials and information, in any form or medium, that are not proprietary to Licensor, including, without limitation, any third-party: (a) documents, data, content or specifications; (b) Open Source Components or other software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing that are furnished or otherwise made available by Licensor as part of the Software.

1.23   "Third-Party Service Provider" means Amazon Web Services or other third-party who hosts the network, server or location on which the Software is installed and through which Licensee and its Authorized Users may access and use the Software and the Documentation in accordance with this Agreement.

ARTICLE 2

LICENSE

2.1   License Grant. Subject to and conditioned upon Licensee's strict compliance with all the terms and conditions of this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions, Licensor hereby grants to Licensee a non-exclusive, non-sublicensable, non-transferable, limited license during the Term to access and use, solely by and through its Authorized Users, the Software and the Documentation solely for the Permitted Use.

2.2   Scope of Licensed Software. The quantity and scope of the license(s) granted under this Agreement shall be as set forth in the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions. Licensee acknowledges and agrees that, if Licensor provides advance written consent, which it may withhold in its sole and absolute discretion, authorizing Licensee to make a copy of the Software, then such copy of the Software made by or on behalf of Licensee: (i) will remain the exclusive property of Licensor; (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.

2.3   Scope of Licensed Documentation. Licensee may download or otherwise make one (1) copy of the Documentation and use such Documentation, solely in support of its and its Authorized Users' licensed access to and use of the Software in accordance herewith. All copies of the Documentation made by or on behalf of Licensee: (a) will be the exclusive property of Licensor; (b) will be subject to the terms

and conditions of this Agreement; and (c) must include all trademark, copyright, patent and other Intellectual Property Rights notices contained in the original.

2.4   Open Source Licenses. The Software includes Open Source Components that are licensed pursuant to permissive licenses, such as the MIT License at https://opensource.org/licenses/MIT and the Apache License at https://www.apache.org/licenses/LICENSE-2.0 (each, an "Open Source License"). Any use of the Open Source Components by Licensee is governed by, and subject to, the terms and conditions of the applicable Open Source License.

2.5   Security Measures. The Software may contain technological measures designed to prevent unauthorized or illegal access to or use of the Software. Licensee acknowledges and agrees that: (a) Licensor (or its designees) may use these and other lawful measures to verify Licensee's compliance with the terms of this Agreement and enforce Licensor's rights, including, without limitation, all Intellectual Property Rights, in and to the Software; (b) Licensor may deny any Person access to and use of the Software if Licensor, in its sole discretion, believes that such Person's access to and use of the Software would violate applicable Law or any provision of this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions, regardless of whether Licensee designated such Person as an Authorized User; and (c) Licensor and its directors, officers, employees, agents, contractors and other representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including, without limitation, information about Licensee's and its Authorized Users' computers, devices, systems and software, that Licensor (or its designees) may gather periodically to improve the performance of the Software or develop Maintenance Releases.

ARTICLE 3

RESTRICTIONS; RESPONSIBILITY FOR USE; SECURITY PROTOCOLS; COOPERATION

3.1   License Restrictions. Subject to Section 2.4 with respect to Open Source Components, Licensee shall not, and shall not permit any other Person to:

(a)   modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of the Software;

(b)   rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any third-party;

(c)   reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

(d)   bypass or breach any security device or protection used for or contained in the Software or the Documentation;

(e)   remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or the Documentation;

(f)   access or use the Software or the Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or any other right of any Person, or that violates any applicable Law;

(g)   access or use the Software or the Documentation for purposes of (i) benchmarking or competitive analysis of the Software, (ii) developing, using or providing a competing software product or service or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage;

(h)   access or use (i) the Software or the Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement or (ii) any Open Source Components in any manner or for any purpose or application not expressly permitted by the controlling Open Source License;

(i)   except as this Agreement expressly permits, copy the Software or the Documentation, in whole or in part; or

(j)   take any action that causes or purports to cause the imposition of any lien, claim, interest, right or encumbrance on the Software, the Documentation or the Third-Party Materials or otherwise transfer any right, title or interest in or to the Software, the Documentation or the Third-Party Materials to any third-party. Licensee will immediately take all necessary action to remove any lien or encumbrance on the Software, the Documentation or the Third-Party Materials (other than any lien or encumbrance in favor of or expressly approved in writing by Licensor) and shall, at its sole expense, defend, indemnify and hold harmless Licensor and the Third-Party Materials providers from and against any and all claims, damages, costs, expenses, losses or the like relating to the protection and preservation of Licensor's rights, title and interest in and to the Software and the Documentation and the Third-Party Materials providers' rights, title and interest in and to the Third-Party Materials, respectively.

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

3.3   Security Protocols.

(a)   Licensee will maintain any location where the Software is accessed or used in a safe and secure manner in accordance with (i) recommended industry standards and conditions, (ii) the Documentation and the specifications accompanying the Software, (iii) applicable Laws and (iv) Licensor's written and oral instructions.

(b)   Licensor is not responsible for any information or data stored or transferred via the Software (including, without limitation, Licensee Data), for backing up or maintaining copies of any such information or data (including, without limitation, Licensee Data) or for the removal or disposal of any confidential, proprietary or personal information or data (including, without limitation, Licensee Data). Licensor is not responsible for managing Licensee's network environment.

(c)   Licensee acknowledges and agrees that: (i) Licensee is responsible for all aspects of security, including, without limitation, (A) correct configuration of security policies, (B) selection of hardware and software (including, without limitation, network security tools), (C) correct installation, configuration and maintenance of the hardware used to access and use the Software and all other related software, (D) the interoperability of the various components of Licensee's network, (E) maintaining a physically and electronically secure operating environment and (F) the protection of usernames and

passwords of Licensee's and its Authorized Users' accounts created to access and use the Software; and (ii) Licensee is responsible for any and all claims, damages, costs, expenses, losses and the like resulting from the failure or breach of any access security protocols (whether of Licensor, Licensee or otherwise). Licensee shall notify Licensor within forty-eight (48) hours of any failure or breach of such security access protocols which has exposed, or for which there is a reasonable belief of exposure of, any of Licensee's or Licensor's Confidential Information (as hereinafter defined) to unauthorized Persons.

(d)   Licensee acknowledges and agrees that, if the Software is hosted by a Third-Party Service Provider on a network, server or location for the benefit of Licensee, then Licensee shall not (and shall not permit any other Person to) change the location of such network, server or location or the Third-Party Service Provider responsible for hosting such network, server or location, in each case, without Licensor's prior written consent (which Licensor may withhold in its sole and absolute discretion).

3.4   Cooperation. Licensee will provide Licensor and its directors, officers, employees, agents, contractors and other representatives (collectively, the "Licensor Parties" and each individually, a "Licensor Party") with access to the Software, for the installation, maintenance, repair, replacement, inspection and monitoring of the Software, and performance of services related thereto, as the case may be, from time to time and as may be deemed necessary or desirable by Licensor. Licensor will use commercially reasonable efforts to notify Licensee regarding the timing and performance of such actions or services. If Licensee fails to (a) cooperate with Licensor (or another Licensor Party), (b) provide Licensor (or another Licensor Party) with access to the Software or (c) follow any reasonable instruction by Licensor (or another Licensor Party), then Licensor's (or another Licensor Party's) ability to provide Licensee and its Authorized Users with access to and use of the Software may be impacted and neither Licensor nor any other Licensor Party will be liable to Licensee or its Authorized Users or any third-party for any delay or inability to provide such access to and use of the Software and Licensee may incur additional fees for which Licensee shall be responsible.

ARTICLE 4

MAINTENANCE RELEASES

4.1   Maintenance Releases. Subject to Section 4.2, during the Term, Licensor will provide Licensee with all Maintenance Releases (including, without limitation, updated Documentation) that Licensor may, in its sole discretion, make generally available to its licensees. All Maintenance Releases provided by Licensor to Licensee are deemed the Software. Licensee will install all Maintenance Releases as soon as commercially practicable after receipt thereof or access is made available thereto. Licensee does not have any right hereunder to receive any New Versions of the Software that Licensor may, in its sole discretion, release from time to time. Licensee may purchase a license of any New Version at Licensor's then-current list price and subject to a separate Order Form, provided that Licensee is in compliance with all of the terms and conditions of this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions.

4.2   Exceptions. Licensor has no obligation to provide Maintenance Releases: (a) for any but the most current version or release of the Software; (b) for any copy of the Software for which all previously issued Maintenance Releases have not been installed; (c) if Licensee is in breach under this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions; or (d) for any Software that has been modified other than by Licensor, or that is being used with any hardware, software, configuration or operating system not specified in the Documentation.

ARTICLE 5

LICENSE FEES; SALES TAX

5.1   License Fees. All applicable license fees are payable in the manner set forth in the Order Form and, if applicable, the Surviving Existing Agreement Provisions and are non-refundable, except as may be expressly set forth herein. Any renewal of the license granted under this Agreement shall not be effective until the requisite fees for such renewal have been paid in full. If Licensee fails to make payment of amounts owed Licensor when due, then Licensor reserves the right to charge Licensee and Licensee agrees to pay interest on any such undisputed overdue amounts. Interest will begin to accrue on such undisputed overdue amounts on the date such amounts are originally due at a rate equal to the lesser of 1.5% per month and the maximum rate permitted by applicable Law and shall continue to accrue until Licensee pays Licensor all such undisputed overdue amounts (together with all accrued interest thereon). Such interest will be recalculated every thirty (30) days thereafter based on Licensee's then-current outstanding balance. In addition, Licensor, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate Licensee's and its Authorized Users' access to and use of the Software until Licensor's receipt of all overdue amounts and accrued but unpaid interest thereon. Licensor shall have no liability to Licensee or its Authorized Users or to any third-party for any such suspension or termination. Licensor further reserves the right to seek collection of all overdue amounts and accrued but unpaid interest thereon (including, without limitation, by referral to third-party collectors), and its reasonable legal fees (including, without limitation, reasonable attorney's fees and costs) and costs associated with such collection. If Licensee elects to pay amounts owed Licensor by using a credit card, then Licensee shall provide Licensor with valid and updated credit card information and Licensee's failure to do so shall be deemed to be a breach of this Agreement. If Licensee provides credit card information to Licensor, then Licensee authorizes Licensor to charge such credit card for all amounts owed Licensor pursuant to this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions, unless otherwise agreed to in writing by the Parties.

5.2   Sales Tax. The prices stated in each Order Form and, if applicable, the Surviving Existing Agreement Provisions are exclusive of Sales Tax. All Sales Tax shall be the responsibility of Licensee. Licensee shall remit to Licensor any Sales Tax that Licensor is required to collect and all such amounts shall be due and payable to Licensor when and as invoiced. If Licensee is exempt from Sales Tax, or is permitted to remit Sales Tax directly to the applicable taxing authority, then Licensee shall not be required to remit Sales Tax to Licensor; provided, however, that Licensee shall provide Licensor with documentation to support such exemption or permission as requested by Licensor. If Licensee remits or is permitted to remit Sales Tax directly to the applicable taxing authority, or claims an exemption from such Sales Tax, then Licensee shall defend, indemnify and hold harmless Licensor from and against any and all liabilities, claims, damages, costs, expenses (including, without limitation, attorneys' fees and costs), losses and the like relating to Licensee's failure to remit such Sales Tax, including, without limitation, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of a delay or failure of Licensee to pay any tax, penalty, interest, charge or other fee.

ARTICLE 6

AUDITS

6.1   Audit Procedure. Licensor or its representative (including, without limitation, its accountants and auditors) may, in Licensor's sole discretion, inspect and audit Licensee's access to and use of the Software under this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions, at any time during the Term and for one (1) year following the termination or expiration of this Agreement. All audits will be conducted at a time and in a manner that does not

unreasonably interfere with Licensee's business operations. If Licensor so requests, then Licensee shall make available during regular business hours all such books, records, equipment, information and personnel, and provide all such cooperation and assistance, as may be requested by Licensor or its representative with respect to such audit.

6.2   Costs and Results of Audit. If an audit determines that Licensee's or its Authorized Users' access to or use of the Software exceeds or exceeded the usage permitted by this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions, then:

(a)   Licensee shall, within ten (10) days following the date of Licensor's written notification thereof, pay to Licensor all applicable retroactive fees for such excess access and use and, unless Licensor terminates this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions pursuant to Section 6.2(c), obtain and pay for a valid license to bring Licensee's and its Authorized Users' access to and use of the Software into compliance with this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions. In determining the retroactive fees payable pursuant to the foregoing, (i) unless Licensee can demonstrate otherwise by documentary evidence in form and substance acceptable to Licensor, all such excess access to and use of the Software shall be deemed to have commenced on the Effective Date or, if later, the completion date of the most recent audit (if any) previously conducted by or on behalf of Licensor hereunder, and continued uninterrupted thereafter and (ii) the rates for such licenses shall be determined without regard to any discount to which Licensee may have been entitled had such excess access and use been properly licensed prior to its commencement (or deemed commencement).

(b)   If such access and use exceeds or exceeded the access and use permitted by this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions by more than five percent (5%), then Licensee shall pay to Licensor, within ten (10) days following the date of Licensor's written request therefor, Licensor's costs incurred in conducting the audit.

(c)   If such access and use exceeds or exceeded the access and use permitted by this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions by more than ten percent (10%), then (i) Licensee shall pay to Licensor, within ten (10) days following the date of Licensor's written request therefor, Licensor's costs incurred in conducting the audit and (ii) notwithstanding Licensee's payment of such costs, Licensor shall have the right to terminate this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions, and the license of the Software effective immediately upon written notice to Licensee.

ARTICLE 7

CONFIDENTIALITY

7.1   Confidential Information. In connection with this Agreement, each Order Form or, if applicable, the Surviving Existing Agreement Provisions, Licensor may make available or disclose (the "Disclosing Party") Confidential Information (as hereinafter defined) to Licensee (the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary (whether or not such information is labeled confidential or proprietary), including, without limitation: (a) technology, trade secrets, know-how, business operations, plans, strategies, forecasts, projects and analyses; (b) financial information and fee structures; (c) business processes, methods and models; (d) employee, customer, distributor and supplier information; (e) hardware and system designs, architectures, structure and protocols; (f) product and service specifications; (g) manufacturing, purchasing, logistics, sales and marketing information; and (h) information not expressly designated as confidential but which should reasonably be deemed confidential

by reason of its nature or content. For the avoidance of doubt, the Software and the Documentation are considered Confidential Information of Licensor and the terms and existence of this Agreement, each Order Form and, if applicable, the Surviving Existing Agreement Provisions are Confidential Information of Licensor.

7.2   Obligations. The Receiving Party will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the Disclosing Party as the Receiving Party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). The Receiving Party may disclose the Disclosing Party's Confidential Information to any of its Affiliates, employees, agents, representatives and other third-parties that have a need to know such Confidential Information in connection with this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions, provided that such Affiliates, employees, agents, representatives and such other third-parties to whom the Disclosing Party's Confidential Information was disclosed are obligated to maintain the confidentiality of the Disclosing Party's Confidential Information upon terms that are no less restrictive than those contained in this Agreement and use the Disclosing Party's Confidential Information solely in connection with this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions. Notwithstanding the foregoing, the Receiving Party will be liable for any unauthorized disclosure or use of the Disclosing Party's Confidential Information by any of its Affiliates, employees, agents, representatives and such other third-parties to whom the Disclosing Party's Confidential Information was disclosed. The Receiving Party will promptly report to the Disclosing Party any breaches in security that may materially affect the Disclosing Party and will specify the corrective action to be taken, which corrective action shall be undertaken as promptly as is practicable. Notwithstanding any other provisions of this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions, the Receiving Party's obligations under this Section 7.2 with respect to any of the Disclosing Party's Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its employees, agents, representatives or other third-parties to whom the Receiving Party disclosed the Disclosing Party's Confidential Information.

7.3   Exceptions to Confidential Treatment.

(a)   The obligations set forth in Section 7.2 do not apply to any Confidential Information that the Receiving Party can demonstrate: (i) the Receiving Party possessed prior to disclosure by the Disclosing Party, without an obligation of confidentiality; (ii) is or becomes publicly available without breach of this Agreement by the Receiving Party or any of its employees, agents, representatives or other third-parties to whom the Receiving Party disclosed the Disclosing Party's Confidential Information; (iii) is or was independently developed by or on behalf of the Receiving Party without the use of or reference to any Confidential Information of the Disclosing Party; or (iv) is or was received by the Receiving Party from a third-party that does not have an obligation of confidentiality to the Disclosing Party or its Affiliates.

(b)   If the Receiving Party is legally required to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceeding, then the Receiving Party will, if lawfully permitted to do so, notify the Disclosing Party within a reasonable time prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to such disclosure and/or waive compliance with the applicable terms of this Agreement. If these protective measures or other remedies are not obtained, or the Disclosing Party waives compliance with the applicable terms of this Agreement, then the Receiving Party may disclose only that portion of the Confidential Information that it is, according to the written opinion of its legal counsel, legally

required to disclose and will exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.

7.4   Return or Destruction. The Receiving Party will (and will cause its employees, agents, representatives and other third-parties to whom it disclosed the Disclosing Party's Confidential Information to) return or destroy, as requested by the Disclosing Party, any and all Confidential Information of the Disclosing Party within thirty (30) days after request thereof or the termination or expiration of this Agreement, as the case may be. At the request of the Disclosing Party, the Receiving Party will provide the Disclosing Party with a certificate, signed by an officer of the Receiving Party, certifying that all such Confidential Information has been returned or destroyed, as applicable.

ARTICLE 8

INTELLECTUAL PROPERTY RIGHTS

8.1   Intellectual Property Ownership. Licensee acknowledges and agrees that:

(a)   the Software and the Documentation are licensed, not sold, to Licensee by Licensor and Licensee does not have under or in connection with this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions any ownership interest in or to the Software or the Documentation, or in or to any related Intellectual Property Rights;

(b)   subject to the limited license granted to Licensee under this Agreement, and except for the Open Source Components under Open Source Licenses, other Third-Party Materials integrated in or provided with the Software and related Documentation and services rendered and products provided by Third-Party Service Providers, Licensor is the sole and exclusive owner of all right, title and interest in and to the Software and the Documentation, including, without limitation, all Intellectual Property Rights relating thereto; and

(c)   Licensee hereby unconditionally and irrevocably assigns to Licensor or Licensor's designee, its entire right, title and interest in and to any Intellectual Property Rights that Licensee may now have or hereafter acquire in or relating to the Software or the Documentation (including, without limitation, any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of Law, contract, assignment or otherwise.

8.2   Licensee Cooperation and Notice of Infringement. Licensee shall (and shall cause its Authorized Users to), during the Term:

(a)   safeguard the Software and the Documentation (including, without limitation, all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b)   at Licensor's expense, take all such steps as Licensor may reasonably request to assist Licensor in maintaining the validity, enforceability and Licensor's ownership of the Intellectual Property Rights in and to the Software and the Documentation;

(c)   promptly notify Licensor in writing if Licensee (or any of its Authorized Users) becomes aware of (i) any actual or suspected infringement, misappropriation or other violation of Licensor's Intellectual Property Rights in or relating to the Software or the Documentation or (ii) any claim that the Software or the Documentation, including, without limitation, any production, use, marketing, sale or other disposition of the Software or the Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d)   fully cooperate with and assist Licensor in all reasonable ways in the conduct of any investigation or action by or on behalf of Licensor to prevent or abate any actual or threatened infringement, misappropriation or violation of Licensor's rights in, and to attempt to resolve any claims relating to, the Software or the Documentation, including, without limitation, having Licensee's directors, officers, managers, members, employees, agents, contractors and other representatives testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

8.3   No Implied Rights. Except for the limited rights and license expressly granted under this Agreement, nothing in this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions grants, by implication, waiver, estoppel or otherwise, to Licensee, its Authorized Users or any third-party any Intellectual Property Rights or other right, title or interest in or to any of the Software or the Documentation.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1   Representations and Warranties.

(a)   Licensee represents and warrants to Licensor that: (i) it is duly organized, validly existing and in good standing (or words of similar import based on the applicable jurisdiction) as a corporation, limited liability company or other entity under the Laws of the jurisdiction of its incorporation or organization; (ii) it has the full right, power and authority to enter into and perform its obligations under this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions and, if applicable, to grant the rights, licenses and authorizations it grants and is required to grant under this Agreement; (iii) the entry into this Agreement by its representative, who has clicked the "accept" button or complied with any other means of acceptance or deemed acceptance provided by Licensor, has been duly authorized by all necessary corporate, limited liability company or organizational action of Licensee; and (iv) this Agreement, together with the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions, will constitute the legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its and their respective terms.

(b)   Licensor represents and warrants to Licensee that: (i) it is duly organized, validly existing and in good standing (or words of similar import based on the applicable jurisdiction) as a corporation, limited liability company or other entity under the Laws of the jurisdiction of its incorporation or organization; (ii) it has the full right, power and authority to enter into and perform its obligations under this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions and, if applicable, to grant the rights, licenses and authorizations it grants and is required to grant under this Agreement, subject to (A) any bankruptcy, insolvency, reorganization or other Laws relating to or affecting creditors' rights generally (including, without limitation, the Bankruptcy Code), (B) the Bankruptcy Case and (C) general principles of equity; and (iii) this Agreement, together with the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions, will constitute the legal, valid and binding obligation of Licensor, enforceable against Licensor in accordance with its and their respective terms, subject to (A) any bankruptcy, insolvency, reorganization or other Laws relating to or affecting creditors' rights generally (including, without limitation, the Bankruptcy Code), (B) the Bankruptcy Case and (C) general principles of equity.

9.2   Limited Warranty. Subject to the limitations and conditions set forth in Sections 9.3, 9.4 and 9.6 and Article 11, Licensor warrants to Licensee that for a period of sixty (60) days after the date of the earliest to occur of Licensee's or any of its Authorized Users' access to or use of the Software (the

"Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated, accessed and used as set forth in the Documentation and in accordance with this Agreement.

9.3   Licensee Requirements.   The limited warranty set forth in Section 9.2 applies only if Licensee: (a) notifies Licensor in writing of a warranty breach before the expiration of the Warranty Period; (b) has (and its Authorized Users have) at all times during the Warranty Period installed, operated, accessed and used the Software as set forth in the Documentation and in accordance with this Agreement; (c) has promptly installed all Maintenance Releases to the Software that Licensor previously made available to Licensee; and (d) as of the date of Licensor's receipt of such notification, is in compliance with all terms and conditions of this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions (including, without limitation, the payment of all fees then due and owing).

9.4   Exceptions.   Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in Section 9.2 does not apply to problems or issues arising out of or relating to:

(a)   Software, or the media on which it is provided, that is modified or damaged by Licensee or its Authorized Users, directors, officers, members, managers, employees, agents, contractors, representatives or third-parties;

(b)   any operation, access to or use of, or other activity relating to, the Software other than as specified in the Documentation, including, without limitation, any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology or service not specified for Licensee's and its Authorized Users' use in the Documentation;

(c)   Licensee's, an Authorized User's or any third-party's negligence, abuse, misapplication or misuse of the Software, including, without limitation, any access to or use of the Software other than as specified in the Documentation;

(d)   Licensee's or an Authorized User's failure to promptly install all Maintenance Releases that Licensor has previously made available to Licensee;

(e)   the operation or use of, or access to, Licensee's or a third-party's system, hardware, software, firmware, device or network;

(f)   any Third-Party Materials, Open Source Components, beta software, software that Licensor makes available for testing or demonstration purposes, temporary software modules or software for which Licensor does not receive a license fee;

(g)   any unauthorized access to, or use or modification of, the Software or the Documentation or Licensee's network by Licensee, an Authorized User or any third-party;

(h)   Licensee's breach of any provision of this Agreement; or

(i)   any other circumstances or causes outside of the reasonable control of Licensor (including, without limitation, abnormal physical or electrical stress and services rendered and products provided by Third-Party Service Providers).

Licensee expressly acknowledges and agrees that any use by or on behalf of Licensee of any third-party product, system, hardware, software, firmware, device or network which has not been certified or which is not supported by Licensor may cause errors in the operation of the Software. Licensee

acknowledges and agrees that its or its Authorized Users' use of any such third-party product, system, hardware, software, firmware, device or network, including, without limitation, services rendered and products provided by Third-Party Service Providers, as the case may be, that negatively impacts the operation of the Software shall release Licensor from its performance obligations relating to the Software hereunder. If Licensor elects, in its sole and absolute discretion, to provide service support to correct such Software operational issues, then Licensee agrees to pay Licensor for all time and materials associated with Licensor's diagnosing of such issues at Licensor's then-current hourly billing rate.

9.5 <u>Remedial Efforts</u>. If Licensor breaches, or is alleged to have breached, the warranty set forth in <u>Section 9.2</u>, then Licensor may, at its sole discretion, take any one or more of the following steps to remedy such breach:

(a) replace any damaged or defective media on which Licensor supplied the Software;

(b) amend, supplement or replace any incomplete or inaccurate Documentation;

(c) repair the Software;

(d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute the Software hereunder); or

(e) terminate this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions, effective immediately on written notice to Licensee, in which event Licensee shall (and shall cause its Authorized Users to) immediately cease all access to and use of the Software and the Documentation upon receipt of such notice from Licensor, and promptly after such termination Licensor shall refund to Licensee an amount equal to the amount of any license fees paid by Licensee in connection with this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Provisions for the license to access and use the Software and the Documentation during the ninety (90) day period immediately preceding the date of such termination, without any further liability.

THE REMEDIES SET FORTH IN THIS <u>SECTION 9.5</u> ARE LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY UNDER THE LIMITED WARRANTY SET FORTH IN <u>SECTION 9.2</u>.

9.6 <u>Disclaimer of Warranties</u>. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN <u>SECTION 9.2</u>, THE SOFTWARE, THE DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY OR ON BEHALF OF LICENSOR ARE PROVIDED "AS IS." NEITHER LICENSOR NOR ITS AFFILIATES, NOR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES MAKE ANY, AND EACH OF THEM SPECIFICALLY DISCLAIMS ALL, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NEITHER LICENSOR NOR ITS AFFILIATES, NOR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES MAKE ANY WARRANTY OF ANY KIND THAT THE SOFTWARE, THE DOCUMENTATION, OR ANY PRODUCTS, INFORMATION, MATERIALS OR SERVICES PROVIDED BY OR ON BEHALF OF LICENSOR OR THE RESULTS OF THE ACCESS THERETO OR USE OR RECEIPT THEREOF, WILL MEET LICENSEE'S, ITS AUTHORIZED USERS' OR ANY OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY HARDWARE,

SOFTWARE, FIRMWARE, SYSTEMS, DEVICE, NETWORK OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS AND SERVICES RENDERED AND PRODUCTS PROVIDED BY THIRD-PARTY SERVICE PROVIDERS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY MATERIALS OR THE APPLICABLE THIRD-PARTY SERVICE PROVIDER, AS THE CASE MAY BE. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, THE WARRANTIES AND REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES.

ARTICLE 10

INDEMNIFICATION

10.1   Indemnification by Licensee. Subject to Article 11, Licensee shall indemnify, defend and hold harmless Licensor and its Affiliates and its and their respective officers, directors, managers, members, employees, agents, representatives, successors and assigns (each, a "Licensor Indemnitee") from and against any and all damages, claims, suits, actions, causes of action, demands, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements and court costs) (collectively, "Losses") resulting from, arising out of or otherwise relating to: (a) any breach or violation by or on behalf of Licensee of any representation, warranty, covenant or agreement made by Licensee in this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions; (b) any allegation by a third-party that any Intellectual Property Rights or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any (i) combination, operation or use of the Software by or on behalf of Licensee with any hardware, software, firmware, device, network or system, or service or other matter whatsoever, that is not provided by Licensor or (ii) information, materials or technology directly or indirectly provided by or on behalf of Licensee or directed by or on behalf of Licensee to be installed, combined, integrated or used with, as part of, or in connection with the Software or the Documentation; (c) any allegation by a third-party relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including, without limitation, recklessness or willful misconduct) by or on behalf of Licensee with respect to the Software or the Documentation or otherwise in connection with this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions; (d) any allegation by a third-party relating to the access to or use of the Software or the Documentation by or on behalf of Licensee that is outside the purpose, scope or manner of use authorized by this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions or the Documentation, or in any manner contrary to Licensor's instructions; or (e) any breach of Licensee's network or failure or breach of Licensee's internal security protocols relating to Licensee's and its Authorized Users' access to and use of the Software or the Documentation.

10.2   Mitigation. If the Software, or any part of the Software, is, or in Licensor's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Licensee's access to and use of the Software is enjoined or threatened to be enjoined, then Licensor may, in its sole discretion, elect one or more of the following:

(a)   obtain the right for Licensee and its Authorized Users to continue to access and use the Software in substantially the same manner as contemplated by this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions;

(b)   modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute the Software under this Agreement; or

(c)   terminate this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions, effective immediately on written notice to Licensee, in which event Licensee shall (and shall cause its Authorized Users to) immediately cease all access to and use of the Software and the Documentation upon receipt of such notice from Licensor, and promptly after such termination Licensor shall refund to Licensee an amount equal to the amount of any license fees paid by Licensee in connection with this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Provisions for the license to access and use the Software and the Documentation during the ninety (90) day period immediately preceding the date of such termination, without any further liability.

10.3   Sole Remedy. THIS ARTICLE 10 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE SOFTWARE OR THE DOCUMENTATION OR ANY SUBJECT MATTER OF THIS AGREEMENT, THE APPLICABLE ORDER FORM OR, IF APPLICABLE THE SURVIVING EXISTING AGREEMENT PROVISIONS INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

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ARTICLE 11

LIMITATION OF LIABILITY

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11.1   Disclaimer of Certain Damages.   NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, AN ORDER FORM OR, IF APPLICABLE THE SURVIVING EXISTING AGREEMENT PROVISIONS TO THE CONTRARY, NEITHER LICENSOR NOR ITS AFFILIATES, NOR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES SHALL BE LIABLE TO LICENSEE OR ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DAMAGES FOR HARM TO BUSINESS, LOST SAVINGS OR LOST REVENUES, RESULTING FROM, ARISING OUT OF OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, THE DOCUMENTATION OR OTHER PRODUCTS, INFORMATION, MATERIALS OR SERVICES PROVIDED BY OR ON BEHALF OF LICENSOR OR THIS AGREEMENT, AN ORDER FORM OR, IF APPLICABLE THE SURVIVING EXISTING AGREEMENT PROVISIONS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR OR ITS AFFILIATES (OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) BE LIABLE FOR (A) ANY LOSS OF DATA OR INABILITY TO ACCESS DATA OR (B) ANY LOSS OR DAMAGES INCURRED BY LICENSEE, ITS AUTHORIZED USERS OR ANY THIRD-PARTY, IN EACH CASE, WHETHER AS A RESULT OF A SECURITY BREACH OF LICENSEE'S NETWORK, ANY FAILURE OR BREACH OF LICENSEE'S INTERNAL SECURITY PROTOCOLS RELATING TO LICENSEE'S AND ITS AUTHORIZED USERS' ACCESS TO AND USE OF THE SOFTWARE AND THE DOCUMENTATION OR OTHERWISE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, AN ORDER FORM OR, IF APPLICABLE THE SURVIVING EXISTING AGREEMENT PROVISIONS TO THE CONTRARY, NEITHER LICENSOR NOR ITS AFFILIATES NOR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS,

CONTRACTORS OR REPRESENTATIVES SHALL BE LIABLE IN ANY RESPECT FOR ANY LOSSES (AS SUCH TERM IS DEFINED IN SECTION 10.1) RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER OR (II) ANY COMBINATION, OPERATION OR USE OF ANY TECHNOLOGY, SOFTWARE, HARDWARE, FIRMWARE, DEVICE, SYSTEM OR NETWORK NOT PROVIDED BY LICENSOR.

11.2   Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AN ORDER FORM OR, IF APPLICABLE, THE SURVIVING EXISTING AGREEMENT PROVISIONS, THE AGGREGATE LIABILITY OF LICENSOR TO LICENSEE FOR ANY CLAIM RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE SOFTWARE, THE DOCUMENTATION, ANY OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY OR ON BEHALF OF LICENSOR, THIS AGREEMENT, AN ORDER FORM AND, IF APPLICABLE, THE SURVIVING EXISTING AGREEMENT PROVISIONS SHALL BE LIMITED TO THE AMOUNT OF ANY LICENSE FEES PAID BY LICENSEE IN CONNECTION WITH THIS AGREEMENT, THE APPLICABLE ORDER FORM AND, IF APPLICABLE, THE SURVIVING EXISTING AGREEMENT PROVISIONS FOR THE LICENSE TO ACCESS AND USE THE SOFTWARE, THE DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY OR ON BEHALF OF LICENSOR DURING THE NINETY (90) DAY PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

ARTICLE 12

TERM AND TERMINATION

12.1   Term. The term of this Agreement with respect to an applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions shall commence on the Effective Date and shall continue for the duration of the Subscription Term (the "Term") set forth in the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions, unless terminated sooner in accordance with this Agreement.

12.2   Termination. In addition to any other termination rights set forth in this Agreement, this Agreement, an Order Form and, if applicable, the Surviving Existing Agreement Provision shall terminate as follows:

(a)   Termination for Cause. Subject to Sections 5.1, 6.2(c), 9.5(e), 10.2(c), 13.6 and 13.10, Licensor may terminate this Agreement, the Order Forms and, if applicable, the Surviving Existing Agreement Provisions as of the date specified in a notice of termination delivered to Licensee if Licensee breaches any of its obligations under this Agreement or any of the pricing or payment terms set forth in an Order Form or, if applicable, the Surviving Existing Agreement Provisions and, if such breach is curable, Licensee fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

(b)   Termination for Financial Insecurity. Licensor may terminate this Agreement, the Order Forms and, if applicable, the Surviving Existing Agreement Provisions as of the date specified in a termination notice delivered to Licensee if Licensee: (i) files for bankruptcy; (ii) becomes or is declared insolvent; (iii) is the subject of any proceeding (not dismissed within thirty (30) days) related to its liquidation, insolvency or the appointment of a receiver or similar officer; (iv) makes an assignment for the benefit of its creditors; (v) takes any corporate action for its winding-up, dissolution or administration; (vi) enters into an agreement for the extension or readjustment of all or substantially all of its obligations; or (vii) recklessly or intentionally makes any material misstatement as to its financial condition.

12.3   Effect of Termination or Expiration. On the termination or expiration of this Agreement, all rights, licenses and authorizations granted to Licensee and its Authorized Users under this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions will immediately terminate and Licensee will (a) and will cause its Authorized Users to, immediately cease all access to, use of and other activities with respect to the Software and the Documentation, (b) within five (5) days of the effective date of such termination or expiration, deliver to Licensor, or at Licensor's written request destroy, and permanently erase from all devices and systems Licensee directly or indirectly controls, the Software, the Documentation and Licensor's Confidential Information, including, without limitation, all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials and (c) certify to Licensor in writing that it has complied with the requirements of this Section 12.3. The termination or expiration of this Agreement, the applicable Order Forms and, if applicable, the Surviving Existing Agreement Provisions will not affect Licensee's obligation to make payment in full of all amounts owed Licensor and all such amounts shall immediately become due and owing as of the effective date of such termination or expiration, as the case may be.

12.4   Survival. The provisions set forth in Articles 1, 6, 7, 8, 10, 11 and 13 and Sections 9.6, 12.3 and 12.4, and any other right, obligation or provision of this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions that, by its nature, should survive the termination or expiration of this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions, as the case may be, including, without limitation, Licensee's payment obligations hereunder and thereunder, shall survive the termination or expiration of this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions.

ARTICLE 13

MISCELLANEOUS

13.1   Interpretation. Each Party acknowledges that this Agreement, each Order Form and, if applicable, the Surviving Existing Agreement Provisions has each been the subject of active and complete negotiations, and that this Agreement, each Order Form and, if applicable, the Surviving Existing Agreement Provisions shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement, the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions.

13.2   Independent Contractors. Each Party will at all times be an independent contractor of the other Party. Neither Party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other Party. This Agreement, each Order Form and, if applicable, the Surviving Existing Agreement Provisions will not be interpreted or construed to create an association, joint venture or partnership or agency relationship between the Parties or to impose any agent or partnership obligation or liability upon either Party.

13.3   Public Announcements. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party, which shall not be unreasonably delayed or withheld.

13.4   Notices. All consents, requests, notices and other communications hereunder must be in writing and in the English language and will be deemed given only when (a) hand-delivered, (b) sent by certified or registered United States mail (return receipt requested, postage pre-paid), (c) sent by internationally recognized overnight delivery service for next day delivery, or (d) exclusively with respect of Licensor's delivery of consents, requests, notices and other communications hereunder, sent by email, in each case, to the Party to whom the consent, request, notice or other communication is directed at such Party's address (and with respect to Licensee, Licensee's email address), indicated in the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions, and with respect to Licensor the following addresses: 10936 N. Port Washington Road, Suite #231, Mequon, WI 53093, Attn: Eric Messer and 1 S.E. 3rd Avenue – Suite #2410, Miami, FL 33131, Attn: Scott N. Brown, Chapter 11 Trustee. For the avoidance of doubt, where this Agreement states that notice will be given "promptly" after an event occurs, the notifying Party will give such notice within five (5) Business Days. Such consents, requests, notices and other communications hereunder shall be deemed given when actually received, or in the case of certified or registered United States mail (return receipt requested, postage pre-paid), five (5) days after deposit in the United States mail, or in the case of internationally recognized overnight delivery service for next day delivery, the next day, or in the case of email, if sent before 5:00 PM at the location of the sender, that same day, and if sent after 5:00 PM at the location of the sender, the next day. A Party may change its address for notices by sending a change of address notice using this notice procedure.

13.5   Assignment. 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, an Order Form or, if applicable, the Surviving Existing Agreement Provisions, in each case whether voluntarily, involuntarily, by operation of Law or otherwise, without Licensor's prior written consent. No assignment, delegation or transfer shall relieve Licensee of any of its obligations or performance under this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

13.6   Force Majeure. In no event will Licensor be liable or responsible to Licensee or its Authorized Users or to any third-party, or be deemed to have defaulted under or breached this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions, for any failure or delay in fulfilling or performing any term of or obligation set forth in this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions, when and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control (a "Force Majeure Event"), including, without limitation, acts of God, flood, fire, pandemic, epidemic, virus, bacteria, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including, without limitation, imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or failure or delay of the services rendered or products provided by a Third-Party Service Provider. Licensor may terminate this Agreement, each Order Form and, if applicable, the Surviving Existing Agreement Provisions effective immediately upon written notice delivered to Licensee if a Force Majeure Event affecting Licensor's performance hereunder or thereunder continues substantially uninterrupted for a period of thirty (30) days or more and Licensor shall not have any liability to Licensee, its Authorized Users or any third-party.

13.7   Export Regulation. The Software and the Documentation may be subject to United States export control Laws, including, without limitation, the United States Export Control Reform Act and its associated regulations. Licensee will not (and will cause its Authorized Users not to) directly or indirectly export, re-export, or release the Software or the Documentation to, or make the Software or the Documentation accessible from, any country, jurisdiction or Person to which export, re-export or release is

prohibited by applicable Law. Licensee will (and will cause its Authorized Users to) comply with all applicable Laws and complete all required undertakings (including, without limitation, obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing or otherwise making the Software or the Documentation available outside the United States.

13.8   United States Government Rights.   Each of the Documentation and the software components that constitute the Software is a "commercial item" as such term is defined under 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Licensee is an agency of the United States government or any contractor therefor, then Licensee (and each of its Authorized Users) only receives those rights with respect to the Software and the Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other United States government licensees and their contractors.

13.9   Headings. The headings in this Agreement are for convenience of reference only. They are not to affect the interpretation of this Agreement.

13.10   Amendment. Licensor may change this Agreement from time to time. If Licensor decides to change this Agreement, then Licensor will: (a) post on its website www.jdidata.com/claims-manager (the "Licensor Website") (i) a notice that this Agreement has been (A) modified or (B) replaced and superseded and (ii) a copy of (A) such modifications or (B) such new agreement that will replace and supersede in its entirety this Agreement, as the case may be; or (b) notify Licensee with an in-Software alert the first time Licensee (or an Authorized User) accesses or uses the Software after Licensor makes such modifications or replacement. Any modifications to or replacement and superseding of this Agreement will become effective, if posted on its website in accordance with clause (a) above, when Licensor posts the modifications or new agreement or, if notified via an in-Software alert in accordance with clause (b) above, the first time Licensee (or an Authorized User) accesses or uses the Software after Licensor makes such modifications or replacement. Licensee is responsible for periodically visiting the Software and the Licensor Website to check for any such changes to the terms hereof. Licensee's or its Authorized User's clicking of the "accept" button, compliance with any other means for acceptance or deemed acceptance provided by Licensor or access to or use of the Software after the effective date of such modification or replacement is deemed to be acceptance of such modifications or replacement, as the case may be, and means that Licensee accepts the changed Agreement. Notwithstanding anything to the contrary set forth in this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions, the Parties acknowledge and agree that during the pendency of the Bankruptcy Case, their respective obligations hereunder are subject to the approval and continuing jurisdiction of the Bankruptcy Court, and that the provisions of this Agreement, each Order Form and, if applicable, the Surviving Existing Agreement Provisions may be amended, modified, waived, discharged or terminated by order of the Bankruptcy Court.

13.11   Severability. If any provision of this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions is held invalid or unenforceable by a court of competent jurisdiction, then such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties and to be valid and enforceable in accordance with applicable Law. The remaining provisions of this Agreement, the applicable Order Form or, if applicable, the Surviving Existing Agreement Provisions, as the case may be, and the application of the challenged provision to Persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of such provisions will be valid and enforceable to the fullest extent permitted by Law.

13.12   Third-Party Beneficiaries. Except as set forth in Section 10.1, no third-party will be deemed to be an intended or unintended third-party beneficiary of this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions.

13.13   Waivers. The failure of either Party to enforce strict performance by the other Party of any provision of this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions or to exercise any right hereunder or thereunder will not be construed as a waiver to any extent of such Party's right to assert or rely upon any provision hereof or thereof or right in that or any other instance. A delay or omission by either Party to exercise any right or power under this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions will not be construed to be a waiver of such right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed (not in electronic form) by the Party waiving its rights hereunder or thereunder, as the case may be.

13.14   Entire Agreement. This Agreement, together with the applicable Order Form and, if applicable, the Surviving Existing Agreement Provisions, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and replaces and supersedes in their entirety all prior and contemporaneous agreements, understandings, negotiations and discussions, both written and oral, including, without limitation, the Existing Agreement (except for the Surviving Existing Agreement Provisions set forth therein), if applicable, between the Parties with respect to such subject matter.

13.15   Governing Law; Jurisdiction. This Agreement, each Order Form and, if applicable, the Surviving Existing Agreement Provisions will be governed by and construed, interpreted and enforced in accordance with the Laws of the State of Florida, without giving effect to the principles of such state relating to conflicts of Laws. Any suit, action or proceeding arising out of or related to this Agreement or the license granted hereunder shall be instituted exclusively in the Bankruptcy Court, provided, however, if the Bankruptcy Court lacks subject matter jurisdiction pursuant to 28 U.S.C. Section 1334 or the Bankruptcy Court abstains from exercising jurisdiction, then any suit, action or proceeding arising out of or related to this Agreement or the license granted hereunder shall be instituted exclusively in the state or federal courts located in Broward County, Florida. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding, as the case may be. Service of process, summons, notice or other document by mail to such Party's address set forth in the Order Form shall be effective service of process for any suit, action or other proceeding brought in any such court

13.16   Waiver of Jury Trial. EACH PARTY AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT, AN ORDER FORM OR, IF APPLICABLE, THE SURVIVING EXISTING AGREEMENT PROVISIONS OR THE SOFTWARE, THE DOCUMENTATION, OR ANY PRODUCTS, INFORMATION, MATERIALS OR SERVICES PROVIDED BY OR ON BEHALF OF LICENSOR UNDER THIS AGREEMENT, AN ORDER FORM OR, IF APPLICABLE, THE SURVIVING EXISTING AGREEMENT PROVISIONS.

13.17   Immediate Injunctive Relief. Licensee acknowledges and agrees that a breach or threatened breach by Licensee of any of its obligations under Sections 2.5 and 3.1 and Articles 7 and 8 would cause Licensor irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Licensor will be entitled to equitable relief, including, without limitation, a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity or otherwise.

13.18   Attorneys' Fees.   In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, an Order Form or, if applicable, the Surviving Existing Agreement Provisions, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

13.19   Order of Precedence of Documents.   In the event of a conflict between this Agreement and the documents referenced herein, the following order of precedence shall govern: (a) this Agreement; (b) the Documentation; (c) the applicable Order Form; and (d) if applicable, the Surviving Existing Agreement Provisions.