



MANDATORY TERMS FOR MSP's CUSTOMER AGREEMENTS

Managed Service Providers (MSP) will include, at a minimum, the following terms in its Customer Agreements when reselling IPRO Products

DEFINITIONS

"Authorization" means any ongoing serialization number which may be necessary to use a version of the Solution or, if a serialization number is not used, any authorization file that may be necessary to use a version of the Solution.

"Authorized Use" means the specific level of use at which a User authorized to execute or run the Solution. That level may be a subscription-based license, usage fee-based license, a perpetual license or some other level of use as specified in the Order Form.

"Customer Data" means the electronic data or information submitted, uploaded, modified and any work-product associated or otherwise made available by Customer through the IPRO Solution.

"Documentation" means the user guide and other materials that describe the Solution and Services, as updated from time to time during product updates and shared under <https://myipro.iprotech.com/help>.

"Evaluation Version" means a version of the Solution to be used only to review, demonstrate and evaluate the Solution. The Evaluation Version may have limited features and will cease operating after a predetermined amount of either time or use due to an internal mechanism within the Evaluation Version.

Copies. If a Customer is permitted to make copies of the IPRO Products or Documentation, all copies must contain the same copyright and other proprietary notices that appear in the original.

Third Party Use. If Customer is permitted to allow agents or contractors to access or use the IPRO Products, such access or use is permitted solely on Customer's behalf, and only for Customer's own internal personal or business purposes. Customer is responsible for the third parties' compliance with these terms in the event of such access or use. Unless otherwise approved by IPRO in writing, third parties assigned by Customer to host, manage, or provide services using the IPRO Products shall not be in direct competition to IPRO at any time during the term of this Agreement.

User Credentials. Customer shall cause each of its users to keep a secure password and each user shall keep the password confidential.

Evaluation Versions. If MSP provides access to an evaluation version of the IPRO Product ("**Evaluation Version**") Customer may only use the Evaluation Version for the purpose of evaluating whether to purchase an ongoing license or subscription and not for any active cases during a litigation cycle, subpoena requests, internal investigations, document requests or other similar production uses. This evaluation period is limited to 30 days unless otherwise approved by IPRO. Extension of the evaluation period may require the payment of additional fees. Any Evaluation Version is not eligible for maintenance, support, or upgrades. If the Customer does not obtain a production version within the applicable evaluation period, the IPRO Products will automatically cease operation. IPRO is not responsible for any damage that may result when an IPRO Product ceases operation.

Customer's Obligations. Solution Provider's Customer Agreements shall permit Customers to use the IPRO Products solely for the applicable Customer's internal business purposes and not for the benefit of any third parties. Customers are solely responsible for its users' use of the IPRO Products in accordance with the then-current Documentation. Customer shall: (a) comply with the terms, conditions and policies set forth in the then-current Documentation; (b) use the IPRO Products in a manner consistent with the applicable Customer Agreement

(including the number of user authorizations and other applicable metrics); (iii) obtain any and all rights and consents from third parties necessary for IPRO to provide the IPRO Products; (iv) use commercially reasonable efforts to prevent unauthorized access and use of the IPRO Products and promptly notify MSP of any unauthorized access or use; and (v) comply with all applicable local, state, federal and foreign laws in using the IPRO Products.

Restrictions. To the extent permitted by law, Customer shall not: (a) modify, copy, duplicate, reverse engineer, disable or create any derivative work based on the IPRO Products; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, commercially exploit or otherwise make the IPRO Products available to any third-party; (c) use IPRO Products to send or store (i) unsolicited commercial messages in violation of applicable law; (ii) viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs; (iii) infringing, obscene, threatening, defamatory, obscene, racially or ethically offensive, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (d) copy any features, functions, integrations, interfaces or graphics of the IPRO Products; (e) interfere with or disrupt the integrity or performance of the IPRO Products; (f) attempt to gain unauthorized access to the IPRO Products; or (g) use the IPRO Products to develop any application having the same primary functions as the IPRO Products. MSP reserves the right, without liability to the Customer, to disable the Customer's access the IPRO Products if Customer violates any of the foregoing restrictions.

Reservation of Rights. The IPRO Products and all programs, inventions, concepts, documentation, specifications or other written or graphical materials and media created or developed by IPRO in relation to the IPRO Products, including all copyrights, patents, trade secrets, trademarks, know-how, moral rights or other intellectual property rights (all whether registered or unregistered) or any other rights or licenses associated with the foregoing, belong exclusively to IPRO.

DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IPRO EXPRESSLY DISCLAIMS, AND MSP WILL NOT MAKE ON IPRO'S BEHALF ANY WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MEETING THE CUSTOMER REQUIREMENTS, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. IPRO DOES NOT WARRANT THAT THE OPERATION OF THE IPRO PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. IPRO DOES NOT WARRANT THAT THE IPRO PRODUCTS WILL NOT CAUSE ANY LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATION NETWORKS AND FACILITIES. IPRO IS NOT RESPONSIBLE FOR PROBLEMS, CONDITIONS, DELAYS, FAILURES AND OTHER LOSS OR DAMAGE ARISING FROM OR RELATING TO THE CUSTOMER'S NETWORK CONNECTIONS OR TELECOMMUNICATIONS LINKS OR CAUSED BY THE INTERNET.

No High Risk Activities. The IPRO Products are not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the IPRO Products or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage (collectively, "High Risk Activities"). Customer Agreements will require that the Customer will not knowingly use the IPRO Products for High Risk Activities.

Benchmark Tests. Customer shall not publish any results of benchmark tests run on the Solution. If Customer runs any benchmark tests on the IPRO Products. Customer agrees to provide the results of such tests to IPRO for continued improvements where necessary.

Third Party Software. The IPRO Products and their component parts are protected by copyright and other propriety rights of IPRO and one or more third party software vendors (including possibly Oracle USA, Inc. ("Oracle"), Adobe Systems Incorporation, Inc. ("Adobe") and Microsoft Corporation ("Microsoft") (all such third-party vendors, including without limitation Oracle, Adobe and Microsoft, shall be referred to herein as "third party vendors" or "third party software vendors"). Customer may be held directly responsible by such vendors for acts relating to the IPRO Products' component parts that are not authorized by the Customer Agreement, including possibly Oracle,

Adobe and Microsoft, which if Customer is licensing an IPRO Product that includes component parts from these vendors, are third party beneficiaries under this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER WAIVES ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD-PARTY SOFTWARE VENDORS IN CONNECTION WITH CUSTOMER'S USE OF, OR INABILITY TO USE THE IPRO PRODUCTS OR THEIR COMPONENTS. IPRO AND ITS THIRD-PARTY SOFTWARE VENDORS WILL HAVE NO LIABILITY OF ANY KIND TO CUSTOMER IN CONNECTION WITH ANY SUCH CLAIMS OR CAUSES OF ACTION.

LIMITATIONS. IPRO IS NOT A PARTY TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CUMULATIVE, AGGREGATE LIABILITY OF IPRO FOR ALL CLAIMS RELATED TO THE IPRO PRODUCTS, WHETHER IN CONTRACT, TORT AND OTHERWISE WILL NOT EXCEED \$100. IPRO IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THE IPRO PRODUCTS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD PARTY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS. THE FOREGOING LIMITATIONS AND WAIVERS APPLY EVEN IF ANY CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Effect of Termination. When Customer's agreement with MSP ends, Customer shall immediately cease accessing or using the IPRO Products, and all licenses and rights granted with respect to IPRO Products will immediately terminate.

Assignment; Successors and Assigns. Customer is not permitted to assign its rights with respect to the IPRO Products, whether by operation of law or otherwise, without IPRO's prior written consent. If Customer is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then MSP may terminate the Customer Agreement upon written notice.

Purchase Orders. Nothing contained in any purchase order, clickwrap agreement, or other document will in any way modify or add any additional terms or conditions to a Customer Agreement, and any such modified or additional terms or conditions are expressly rejected and excluded.

Export. Customer is advised that the IPRO Products are subject to U.S. export laws as well as the laws of the country where they are delivered by IPRO. Customer agrees not to knowingly, directly or indirectly, export or transmit any of the Services to any country to which such transmission is restricted by applicable regulations or statutes, without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce, Washington, D.C. 20230.

US Federal Government End Use. The IPRO Products are made available for US federal government end use solely in accordance with the following: Government technical data and software rights related to the IPRO Products include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software). For Department of Defense Transactions, this license is provided in accordance with DFAR 252.2227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in commercial computer software or computer software Documentation). If a federal government agency requires rights not conveyed under the foregoing terms, it must negotiate with IPRO to determine whether there are acceptable forms for transferring such rights, and a signed written addendum conveying such rights must be included in any applicable agreement with such agency.