



MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement (this “Agreement”) is made and entered into as of the date in which it is countersigned (the “Effective Date”), by and between Aline Ops, LLC (“Aline”), which includes merged entities of Enquire Solutions, LLC and Glennis Solutions, LLC, and/or One on One Sherpa, LLC (collectively referenced as “Aline”), indicated herein and/or in an Order Form as applicable based on products and services provided, located at 7600 E. Orchard Road, Suite 100N, Greenwood Village, Colorado 80111, and the entity countersigning Aline’s purchase order and/or this Agreement (“Customer”), as defined accordingly. Aline and Customer may be referred to herein individually as a “Party” and collectively as the “Parties.”

In consideration of the premises, mutual promises and other good and valuable consideration set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

“Aline Materials” mean any text, data compilations, photographs, data instruction packets, graphics, illustrations, artwork, video, sound, documentation, instructions, help guides (whether provided in hardcopy or through an FTP site), tutorials and any other contents and other information that is available to Authorized Users and is provided in printed or electronic form to Customer by Aline.

“Authorized Code” means, individually and collectively, any authorized account code, user name, or password provided by Aline to an Authorized User to access the Services and/or Software.

“Authorized Technical Contacts” mean those Customer employees designated by Customer from time to time to receive support for Software from Aline. Authorized Technical Contacts must also be Authorized Users.

“Authorized User” means a unique, identifiable employee, or independent contractor, as authorized by Aline and/or Customer, of Customer who has been assigned a unique Authorized Code to access and use the Services and/or Software pursuant to the terms of this Agreement.

“Customer Data” means Customer-owned information that, as between Aline and Customer, originates with Customer or that Customer inputs into the Software including, but not limited to, any information about Authorized Users.

“Intellectual Property Rights” means all worldwide intellectual property rights including, but not limited to, patent rights (including patent applications, extensions, renewals and disclosures), copyrights, trade secrets, trademarks, moral rights, know-how and any other proprietary rights, recognized in any country or jurisdiction in the world.

“Licensed Locations” mean those certain Customer nursing, assisted living, correctional, healthcare facilities and/or other authorized locations (and the units within

such Licensed Locations) for which the Software is provided by Aline pursuant to an Order Form.

“Order Form” means Aline’s standard Order Form, executed by the Parties, which may include: (i) the Aline Services or Software included in and subject to this Agreement; (ii) the Term; (iii) related pricing; and (iv) any additional terms and conditions.

“Services” mean professional services, such as hosting, implementation services, custom development, data transfer services or other services related to the Software, as enumerated in the Order Form.

“Software” means any platform and/or program provided directly by Aline, including in conjunction with Aline’s independent contractor(s), as elected by Customer (e.g., a third-party hosting provider is required to deliver all Software and Services).

“Term” means collectively the initial dates applicable to an Order Form and all subsequently entered renewals.

“Statement of Work” or “SOW” means the Statement of Work associated with the Consulting Services as specified in applicable Order Forms.

Other terms are defined throughout this Agreement.

2. ALINE SOFTWARE & SERVICES.

2.1. Software. Aline agrees, during the applicable Term, to provide to Customer, and Customer agrees to license the Software as defined in the applicable Order Form. The Software is deemed accepted upon delivery. The Parties may execute subsequent Order Form(s) for additional Services to be performed or Software provided by Aline under this Agreement, and each such Order Form will be deemed fully incorporated into this Agreement.

2.2. Software Support & Updates to the Software. Aline will provide support for the Software via telephone support to Authorized Technical Contacts during its normal business hours, which may be subject to change. Aline will provide notice of any material changes thereto.

Additional details regarding Support can be found on the applicable Order Form(s).

2.3. Payment Services. Only applicable if requested and included in Customer's executed Order Form - Aline, as a Third Party Sender under the Nacha operating rules, offers services that allow Customer to initiate Automated Clearing House ("ACH") debit or credit entries to your customers' accounts (the "Payment Services"). To offer the Payment Services, Aline works with an Originating Depository Financial Institution ("ODFI"), and you hereby authorize Aline's ODFI to originate entries on your behalf. Customer shall enter into ODFI's payment services agreement, complete any forms, and/or provide any reasonably requested information from ODFI, directly or indirectly, to provide the payment services.

2.3.1. Compliance. Both Parties agree to and shall comply with the rules, guidelines, and bylaws of Nacha (available via www.nacha.org/rules/new) and other applicable federal and state laws related to the operation and use of the ACH network, which may include Uniform Commercial Code Article 4A or Regulation E, as each is amended from time to time. Customer represents, warrants, and covenants to Aline that: (i) Customer will not seek to use the Payment Services in violation of any applicable law or regulation; and (ii) no entry delivered to Aline or the ODFI, if accepted by the ODFI, will cause Aline or the ODFI to be in violation of any regulation or sanction administered by the federal or state government or otherwise causes Aline or the ODFI to be in violation of federal or state law.

2.3.2. Requisite Authorizations. Customer is solely responsible for obtaining authorization to debit Customer's users' bank accounts for ACH entries, and Customer is solely responsible for ensuring such authorizations comply with Nacha's network rules and any applicable law. Customer further agrees that Customer shall retain authorization for each such entry for two (2) years after termination or revocation of such authorization or for such other period as required by Nacha. When Customer uses the Payment Services to initiate ACH entries to Customer's users, you represent and warrant that you have all necessary authorizations and approvals from said user for Aline to originate an ACH debit or credit entry to the user's bank account and that each such entry is accurate and timely. Customer further warrants that any debit entry that initiated satisfies an obligation or corrects an error. Aline will not be liable for any return, reversal, or other failure (or any related costs) arising from Customer's direct acts and omissions, including failure to obtain a user's authorization for an ACH debit transaction. Aline is permitted to store ACH authorizations, including timestamp and applicable ACH credentials for the sole purpose of providing Payment Services.

2.3.3. Settlement. Customer acknowledges that funds paid to Customer through the Payment Services will only be made available once the ODFI receives final settlement. In the event that Aline makes available any provisional credit and such ODFI does not receive the final settlement, the ODFI is entitled to a refund for the amount of the provisional credit. Customer agrees that Customer shall be responsible for all such refunds, and Aline has the right to be reimbursed and recover such refunds or other amounts that are charged to Aline by the ODFI in connection with the Payment Services. Customer shall maintain a sufficient balance in its linked bank account to satisfy all obligations to Aline in connection with Customer's use of the Payment Services, including returns, reversals, and associated fees, and to add funds immediately if Aline notifies you that funds in the linked bank account are insufficient.

2.3.4. Cancellation, Amendment, & Reversal. Customer does not have the right to cancel, amend, or reverse an ACH entry after its receipt by Aline; however, Aline may, in its sole discretion, use reasonable efforts to act on your request to cancel, amend, or reverse an entry before transmitting to the ACH network or processing it as an on-us entry. Aline shall have no liability if such requests are made to no avail.

2.4. Cooperation & Assistance. Customer hereby acknowledges that successful use of the Services is dependent on Customer's timely and complete performance of its covenants set forth in this Agreement. Customer shall at all times provide Aline with access to such information and personnel as may be reasonably necessary for Aline to provide the Services. This may include, with Customer's explicit consent, providing Aline with such physical or remote access to Customer's computer and network environment as Aline shall deem reasonably necessary in order to perform its obligations under this Agreement. All such direct access will be discontinued immediately upon completion of the given matter requiring said access.

2.5. Third-Party Software. If it is requested by Customer and included in Customer's Order Form, Aline shall be responsible for the management and monitoring of third-party software and costs associated with the use or change in use of third-party software, which Aline shall include in Customer's invoice(s). Additional information, if any, may be found in the Order Form.

2.6. Authorization.

2.6.1. Aline hereby grants to Customer, during and for the applicable Term, a non-exclusive, revocable, non-transferable, and non-sublicensable license to access and use the Software described in the Order Form, in accordance with all applicable terms and conditions,

solely for internal business purposes and at the Licensed Locations (and not for purposes of acting as a data center, reseller, or service bureau).

2.6.2. Customer shall use such Software from within solely the United States, or international country in which Customer is licensed, provided, and uses such Software explicitly stated on the Order Form(s).

2.6.3. Customer shall use Aline Materials solely to facilitate authorized use of the Software.

2.6.4. Aline shall timely set up and provide all required Authorized Codes to Customer. Requests for additional Authorized Codes must be made through Customer's Authorized Technical Contacts, which may require executing an additional Order Form, subject to this Agreement.

2.7. Unitized Pricing. Where pricing is based on the number of Authorized Users, the number of Licensed Locations served, and/or other unitized license structure, Customer may increase the number of Authorized Users and/or Licensed Locations only through execution of an Order Form and payment of applicable Fees to Aline. Customer's number of Authorized Users, the number of Licensed Locations served and/or other unitized license structure, and the associated Fees payable by Customer to Aline based on such revised level of Software, shall be adjusted by the Parties as necessary during the Term. In those cases where such expansion of Software relates to additional buildings and/or units that are located on a Licensed Location that is already being served by Aline, the Term applicable to such additional buildings and/or units shall be coterminous with the Term applicable to the other buildings and/or units located on such Licensed Locations. During the Term, Aline may audit Customer's use of the Software or Services, as is reasonably necessary, to ensure compliance with this Agreement and accurate invoicing.

2.8. Prohibited Use. Except as permitted under this Agreement, Customer is expressly prohibited from accessing, copying, storing, displaying, reproducing, distributing, selling, licensing, sublicensing, publishing or creating derivative works of any Software or Aline Materials without the prior written consent of Aline and the copyright holder identified in any copyright notice. Customer shall not reverse engineer, disassemble, decompile or retransmit any Software or Aline Materials in any way through any medium or otherwise translate any of the Software or Aline Materials into any language or computer language. Customer shall not use the Software or Aline Materials in violation of any regulation or law and, without limiting the language herein, Customer shall not export, re-export, or use the Software or Aline Materials, including any copy thereof, in violation of the

export control laws or other laws of the United States or any other country, as applicable. Customer shall not assist others to do, directly or indirectly, that in which it is prohibited from doing directly under this Agreement. All rights not expressly granted to Customer are reserved by Aline.

2.9. Unauthorized Access. Customer agrees to take reasonable precautions to protect the Software from unauthorized access. Customer shall maintain the confidentiality of its Access Codes and shall instruct and obligate its Authorized Users to do the same. Customer agrees to promptly notify Aline in writing of any unauthorized use of any Access Codes or any other breach of security of which Customer becomes aware. Customer shall be responsible for any damages or losses incurred by Aline or any third-party resulting from breach by Customer or its Authorized Users.

2.10. Acceptable Use Policies. Customer, including all Authorized Users, shall:

2.10.1. Not use the Software to transmit, publish, or distribute any material or information: (i) for which Customer does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the Intellectual Property Rights of any third-party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Software; or (iii) that is or that may reasonably be perceived by recipients or viewers of such materials or information as being harmful, threatening, offensive, obscene, or otherwise objectionable; and

2.10.2. Keep confidential and not disclose to any third-parties, and shall ensure that Authorized Users keep confidential and do not disclose, any user identifications, account numbers, and account profiles unless explicitly permitted herein this Agreement or as legally authorized.

2.11. Restrictions. Customer and Authorized Users shall not: (i) Attempt to interfere with or disrupt the Software; (ii) Attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Software for its intended purpose; (iii) Attempt to probe, hack, defeat, or otherwise compromise any security measures of the Software or any other systems or networks operated by Aline; (iv) Allow access to the Software by anyone other than Authorized Users; or (v) Copy, modify, create a derivative work of, or distribute any portion of the Software.

2.12. Acknowledgments. Customer acknowledges that Aline:

2.12.1. May, solely for the purpose of providing the services explicitly requested by Customer, but has no

responsibility to, monitor communications or data transmitted through the Software by Customer, any Authorized Users, or any third-party, including Customer Data or any communications or data transmitted by any third-party suppliers through the Software; and

2.12.2. Shall bear no liability and be held harmless by Customer with respect to any materials or information, including Customer Data, that Customer and Authorized Users input into or transmits, publishes, or distributes through the Software.

2.13. Services Suspension. Customer agrees and understands that Aline, in its sole discretion, may prevent access to the Services by any individual, including an Authorized User, if Aline reasonably believes that the individual poses a security threat or otherwise is in violation of this Agreement. Aline will provide Customer with notice, as is reasonably permitted, and Customer shall provide reasonable assistance in resolving such matters.

3. FEES; EXPENSES; TAXES.

3.1. Fees. Customer shall pay Aline all amounts owed as agreed upon in an executed Order Form and in accordance with this Agreement (“Fees”). Customer shall remit payment or reimburse Aline for all expenses, including without limitation, travel expenses for requested services provided onsite, any amounts charged to Aline, the underlying ODFI, or Customer by Nacha, the administrator of the ACH network. All Fees, expenses, taxes and other amounts billed by Aline shall be quoted and paid in United States dollars. Fees for Services are billed and payable quarterly and in advance, unless stated otherwise in the Order Form. Fees are deemed earned by Aline, payable by Customer, and owed upon execution of an Order Form, regardless of the Parties agreeing to an alternative payment structure in the Order Form. Fees for unused Services are deemed waived and forfeited if not utilized by Customer within one (1) year of the Effective Date. Unless expressly stated herein, Customer shall not have the right to refunds or to offset any amounts owed.

3.2. Taxes. All Fees are exclusive of any applicable taxes, and Customer shall be responsible for payment of all taxes resulting from any payments made hereunder. If Aline is required to pay any such taxes, Aline will include those taxes in its invoices to Customer and they shall be promptly paid by Customer. Customer must provide Aline a properly executed exemption form to claim an exemption from applicable taxes, and in the event that Aline determines taxes were owed in conjunction with an executed Order Form, Customer agrees to promptly remit payment for said taxes upon receipt of an Aline invoice.

3.3. Additional Payment Terms. Aline shall invoice Customer for all other Fees and expenses, and Customer shall pay all such invoices within the time frames set forth

in the applicable Order Form or SOW. If no alternative payment term is established in the governing Order Form or SOW, then Customer shall pay invoiced amounts within thirty (30) calendar days of receipt of the invoice. Any payment not received by the applicable due date may accrue interest at the rate of 1.5% per month, calculated from the date such amount was due until the date that Aline receives full payment. In the event of non-payment, Customer shall reimburse Aline for all reasonable costs of collection, including reasonable attorneys’ fees and expenses.

3.4. Price Increases. Unless otherwise provided in the governing Order Form, all Fees and other prices quoted shall be valid and remain fixed for the applicable initial Term with respect to Software and for one (1) year from the Effective Date for Services. Thereafter, unless otherwise provided in the governing Order Form, all Fees are subject to an annual increase of five percent (5%) per year.

4. INTELLECTUAL PROPERTY.

4.1. Ownership. As between the Parties, the Aline Materials, Software, including but not limited to updates, patches, modifications, subsequent releases, works produced in connection with the Software or Services, and all related Intellectual Property Rights therein or relating thereto (including derivative works created by Aline and/or its licensors), are and shall remain the exclusive property of Aline, whether or not specifically recognized or perfected under applicable law. Customer shall not take any action that jeopardizes Aline’s Intellectual Property Rights. Further, works created by Aline in the course of performing Services shall not be considered “work for hire” as defined in 17 U.S.C. §101, *et seq.* To the extent such works are “work for hire” or otherwise deemed property of Customer as a matter of law, this Agreement shall constitute an assignment of, and Customer does hereby assign, all Intellectual Property Rights in and to such works to Aline as of the date they are created, and Customer hereby agrees to execute any and all documents and do such further acts as may be necessary to perfect such assignment and to carry out the purposes of this paragraph.

4.2. Customer Intellectual Property Rights. Notwithstanding the foregoing, Customer owns all right, title and interest to the Customer Data. Nothing herein shall be interpreted as granting Aline ownership rights to Customer Data. Customer grants Aline a limited, restricted, revocable license to Customer Data for the sole purposes of Aline providing its products and services to customers. Aline acknowledges and agrees that Aline’s usage of Customer Data is limited by and shall be in accordance with all applicable federal and state laws

[including international laws (e.g., GDPR) in applicable countries for customers located outside of the United States].

5. CONFIDENTIALITY.

5.1. Protection of Confidential Information. Each Party receiving Confidential Information (the “Recipient”) owned by the other Party (the “Disclosing Party”) shall maintain strictest confidence with respect to such Confidential Information, including documents marked as such and/or those in which either Party reasonably knows to be confidential, with no less than the same care used by the Receiving Party to protect its own similar confidential information and, in any event, no less than commercially reasonable care. The Recipient may disclose Confidential Information only to such of its affiliates, representatives, counselors, directors, officers, employees and agents (collectively, “Representatives”) who have a need to know such information in connection with the administration of this Agreement and who are subject to a confidentiality obligation at least as restrictive as those set forth herein. Each Party agrees on its own behalf and on behalf of its Representatives to use such Confidential Information only in relation to the Services and obligations that are the subject of this Agreement. Each Party shall be responsible for the disclosure and use of its Representatives. Confidential Information means, collectively, the terms and conditions of this Agreement, along with either Party’s proprietary or confidential information, technical data, trade secrets or know-how, including (without limitation) services, lists, data, software, developments, inventions, processes, formulas, technology and other business information disclosed to the Recipient, regardless of specific marking or designation and whether in tangible or intangible form. Customer Data is governed by the terms and conditions in the Aline Business Associate Agreement (*see* Order Form).

5.2. Disclosure Pursuant to Compulsion of Law. If Recipient is required, or anticipates that it will be required, to disclose any Confidential Information owned by the Disclosing Party pursuant to a court order or otherwise pursuant to compulsion of law, Recipient shall, at its earliest opportunity, provide written notice to the Disclosing Party so as to give the Disclosing Party a reasonable opportunity to secure a protective order or take other actions as appropriate. Recipient shall at all times cooperate with the Disclosing Party so as to minimize any disclosure to the extent allowed by applicable law.

5.3. Return or Destruction of Confidential Information. Upon the termination or expiration of this Agreement, any Confidential Information furnished by one Party to the other Party, all copies thereof and all portions of any materials prepared by or on behalf of such Recipient analyzing, discussing or incorporating Confidential Information will, at the Disclosing Party’s

option, either be: (i) promptly returned to the Disclosing Party or (ii) destroyed by the Recipient (with the Recipient providing written certification/confirmation of such destruction to the Disclosing Party).

5.4. Data Security. Customer agrees to provide notice to Aline of any privacy or data protection statutes, rules, or regulations which are or become applicable to Customer’s business operations and which could be imposed on Aline as a result of the provision of the Services. Customer will ensure that: (i) The transfer to Aline and storage of any Customer Data is permitted under applicable data protection laws and regulations, and (ii) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

6. WARRANTIES, EXCLUSIONS AND LIMITATIONS.

6.1. Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, USE AND ACCESS TO THE SERVICES ARE PROVIDED TO CUSTOMER ON AN “AS IS,” “WITH ALL FAULTS” BASIS, AND ALINE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES. AS SUCH, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALINE DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED, AND IT DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES AS TO MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, CUSTOMER’S AUTHORIZATION TO POSSESS AND/OR TRANSFER DATA, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

6.2. Service Warranty Claims. IN THE EVENT OF A MATERIAL BREACH IN PROVIDING THE SERVICES, THEN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALINE’S SOLE OBLIGATION AND CUSTOMER’S SOLE REMEDIES ARE TO: (i) HAVE ALINE REPERFORM THE SERVICES OR RESOLVE SERVICE ERRORS IN A MANNER THAT CONFORMS TO THE TERMS HEREIN WITHIN THIRTY (30) CALENDAR DAYS, AND/OR (ii) IN THE EVENT CONFORMATION IS NOT

REASONABLY FEASIBLE, CUSTOMER MAY DISCONTINUE USE OF THE APPLICABLE SOFTWARE SERVICE AND RECEIVE A PRO-RATED REFUND OF ANY PRE-PAID FEES UNDER THE APPLICABLE ORDER FORM FOR THE APPLICABLE SERVICES.

6.3. Limitation of Liability and Damages.

6.3.1. No Liability for Customer Data or Materials.

Customer assumes sole responsibility and liability for acquiring, transmitting, and maintaining Customer Data and the results obtained from the use of the Software including, but not limited to, resulting suppositions.

6.3.2. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, INCLUDING SUPPLIERS AND/OR LICENSORS, BE LIABLE TO THE OTHER OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF ACTUAL OR ANTICIPATED INCOME, DATA, PROFITS, REVENUE, OR BUSINESS INTERRUPTION, OR COST OF OBTAINING SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SAID DAMAGES ARE FORESEEABLE OR LIKELY, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY RELATED TO AND/OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID DURING THE PRIOR TWELVE (12) MONTHS BY CUSTOMER TO ALINE FOR THE CORRESPONDING SOFTWARE OR SERVICE RELATING TO THE PURPORTED DAMAGES.

6.4. Acknowledgement. The Parties acknowledge that the exclusions and limitations contained in this Section and elsewhere in this Agreement have been the subject of negotiation between the Parties and represent the Parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement, an allocation of these risks, and the payments made hereunder. The Parties further acknowledge that to the extent applicable law does not permit the limitations of liability and damages set forth herein, Aline's liability and damages assessed shall be limited to the maximum extent allowed by law.

7. INDEMNIFICATION.

7.1. Intellectual Property Indemnity. Subject to the limits of liability set forth herein, Aline agrees to defend, indemnify, and hold harmless Customer, its affiliates, parents and subsidiaries and its and their officers, directors, employees and agents, from and against any: (i) claim by a third party that the Services and/or Aline Materials, when used in accordance with this Agreement, infringe a United States patent or copyright of such third-party and (ii) any award of direct damages on such claim and reasonable expert and attorneys' fees and costs incurred in defending such claim. In the event that an infringement claim is associated or asserted along with other claims, the obligation set forth in this Section will be strictly limited and apportioned to the infringement claim. In the event of a claim, or if Aline reasonably determines that a claim is probable or that use may constitute a violation of a third-party's rights, Aline may terminate the Agreement or any applicable Service immediately upon written notice, in which case the Parties shall make a pro rata adjustment of Fees as of the date of termination as may be appropriate.

7.2. Customer's Indemnity Obligations. Except for claims for intellectual property infringement arising out of Customer's use of the Software or Aline Materials in accordance with the terms of this Agreement, Customer agrees to defend, indemnify, and hold harmless Aline, its affiliates, parents, and subsidiaries and its and their officers, directors, employees and agents, from and against: (i) any claim by any third-party arising from: (a) Customer's non-standard use of the Services or Aline Materials; (b) Customer's material breach of this Agreement; or (c) Customer's violation of the rights of any third-party; and (ii) any award of monetary relief on such claim or claims and reasonable expert and attorneys' fees and costs incurred in defending such claim or claims.

7.3. Third-Party Claims. In the event that one Party (the "Indemnified Party") gives the other notice of a third-party claim covered under this Section, the Party required to defend, indemnify and hold harmless the other Party (the "Indemnifying Party") shall assume the defense of such third-party claim with counsel reasonably satisfactory to the Indemnified Party. The Indemnifying Party shall not compromise or settle such claim subject to indemnification without the Indemnified Party's consent (such consent not to be unreasonably withheld), unless there is: (i) no finding or admission of any violation of the rights of any Third-Party by the Indemnified Party and the Indemnified Party is fully released from the Third-Party's claims; (ii) no effect on any other claims that may be made by the Indemnified Party; (iii) no injunctive or other equitable relief is entered against the Indemnified Party; and (iv) the settlement is solely for monetary damages for

which the Indemnified Party is fully absolved from remitting payment for said damages.

8. TERM, TERMINATION AND RENEWAL.

8.1. Term and Renewal. Unless either Customer or Aline gives the other Party written notice of termination or of intent not to renew a Product or Service at least ninety (90) calendar days prior to the expiration of the then-current Term, said Software and/or Service will automatically renew for one (1) year periods thereafter.

8.2. Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, as permitted herein, Customer shall cause its Authorized Users to cease all use of the Software immediately. Further, Aline may destroy or otherwise dispose of any Customer Data in its possession that is stored in connection with the terminated Services, unless Aline receives, no later than ten (10) calendar days after the expiration or termination date, a written request for access to the Software for the purpose of downloading Customer Data. Limited access will be granted to Customer for a period of no more than five (5) business days for the sole purpose of downloading such Customer Data. In addition to all other amounts which may be owed to Aline, Customer shall immediately pay all Fees owed to Aline.

8.3. Survival. The rights and obligations of the Parties that by their nature are intended to survive and those specifically contained in Sections 2.3, 2.9, 3-8, 9.1, and 9.4 shall survive the expiration or termination of this Agreement.

9. GENERAL.

9.1. Governing Law and Forum Selection. This Agreement shall be governed, enforced and interpreted under the substantive laws of the State of Delaware, without regard to its conflicts or choice of laws principles. The exclusive jurisdiction, forum and venue for any action to enforce or interpret this Agreement shall be in the state and federal courts located in Delaware. The Parties hereby waive any defense of lack of personal jurisdiction, improper venue, and/or forum non-conveniens which might otherwise apply but-for this provision.

9.2. Waiver. Unless explicitly provided for herein, no term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No waiver for a specific matter shall constitute or be construed as a waiver of any other or subsequent default or breach.

9.3. Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be sent: (i) via electronic or standard mail to the addresses and contact(s) set forth in the signature of this Agreement or in an Order Form or (ii) delivered in person. The notices shall be deemed to have been given upon: (i) the date actually delivered in person or sent via electronic mail (with confirmation of receipt); (ii) the day after the date sent by overnight courier; or (iii) five (5) business days following the date such notice was mailed by first class mail.

9.4. Severability. If any provision of this Agreement is held by a tribunal of competent jurisdiction to be illegal, invalid or otherwise unenforceable in any jurisdiction, then to the fullest extent permitted by law: (i) the same shall not affect the other provisions of this Agreement; (ii) such provision shall be deemed modified to the extent necessary in the tribunal's opinion to render such provision enforceable, preserving to the fullest extent the intent of the Parties as set forth herein; and (iii) such finding of invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, the disclaimers of warranties and the limitations of liability herein are considered by the Parties to be integral to this Agreement and shall not be modified or severed from this Agreement.

9.5. Force Majeure. Except with respect to the payment obligations hereunder, neither Party shall be responsible for delays or failure of performance resulting from acts beyond its reasonable control including, but not limited to, denial-of-service attacks, brute force digital attacks, acts of God, strikes, Internet outages, walkouts, labor or material shortages, riots, acts of war, acts of terrorism, epidemics, pandemics, failure of suppliers to perform, governmental regulations, power or communications failures, earthquakes, or other disasters (each a "Force Majeure Event").

9.6. Relationship between the Parties. Each Party is an independent contractor. Nothing herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. Neither Party will have the power to bind, nor to incur obligations on behalf of, the other Party without such other Party's prior written consent.

9.7. Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement in whole or in part in connection with a merger, reorganization, divestment, or similar transaction of all or substantially all of such Party's assets related to this Agreement.

9.8. No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the Parties and is not intended to benefit any third party that is not explicitly noted herein. Only the Parties may enforce the terms and conditions of this Agreement.

9.9. Counterparts. This Agreement may be executed in counterparts, each shall constitute an original, and all of which shall constitute one and the same instrument. The Parties agree all electronic signatures will be deemed valid and enforceable.

9.10. Headings. The section and paragraph headings contained in this Agreement are for reference purposes

only and shall not affect in any way the meaning or interpretation of this Agreement.

9.11. Entire Agreement. This Agreement, including all Order Form(s), along with any terms and conditions incorporated by reference included therein, signed by the Parties, which are hereby fully incorporated herein to this Agreement by reference, constitute the complete and exclusive agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.