MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") by and between Fortra, LLC, a Delaware, United States limited liability company, with a principal place of business at 11095 Viking Drive, Suite 100, Eden Prairie, MN 55344 USA on behalf of itself and its subsidiaries and affiliated entities ("Fortra") and customer ("Subscriber"), sets forth the standard terms applicable to the service(s) purchased by subscriber and incorporates by reference the terms and conditions set forth in any addendum applicable to the actual service(s) procured ("addendum"). This agreement is effective as of the date indicated below ("Effective date"). Notwithstanding any different or additional terms Subscriber may reference or provide, Fortra' offer or acceptance (as applicable) to enter into an agreement with Subscriber with respect to the subscription services contemplated hereby, and Subscriber's access to and use of the service, are expressly limited to this Agreement and the applicable addenda and is conditioned on Subscriber's assent hereto. Fortra and Subscriber are each a Party and may be referred to collectively as the Parties.

1. Definitions

1.1 "**Affiliate**" means an entity controlling, controlled by or under common control with Fortra or Subscriber, where the root word "control" means (i) owning fifty percent or more of an entity's voting securities, partnership interests, membership interests or the like; (ii) having the right to appoint fifty percent (50%) or more of an entity's Board of Directors or similar governing body; or (iii) having the right to fifty percent or more of the profits of an entity or fifty percent or more of the assets of an entity upon dissolution.

1.2 "**Confidential Information**" means all non-public, confidential or proprietary information, in whatever form or medium, disclosed before, on or after the Effective Date, by one Party to the other Party or its Affiliates, or to any of such Party's or its Affiliates' employees officers, directors, partners, members, shareholders, agents, attorneys, accountants, contractors or advisors, and shall include, but not be limited to, the Services rendered by Fortra to Subscriber, the Software licensed by Fortra to Subscriber, information relating to a Party's business concepts, non-public or personal information about customers, merchandising methods, ideas, processes, formulas, data programs, know-how, improvements, discoveries, business plans, financial information and compilations, developments, designs, inventions, techniques, marketing plans, strategies, forecasts, potential new product information, budgets, technology, projections, pricing strategies, costs, customer and supplier information, consumer personally identifiable information and all other information defined as a "trade secret" under the laws of the applicable jurisdictions. Confidential Information does not include any information that the receiving Party can establish: (i) was known to the receiving Party prior to receiving the same from the disclosing Party, free of any restrictions and in connection with this Agreement; (ii) is independently developed by the receiving Party without reference to the other Party's Confidential Information; (iii) is acquired by the receiving Party from another source without restriction as to use or disclosure; or (iv) is or becomes part of the public domain through no fault or action of the receiving Party.

1.3 **"Content"** means any data or document owned or licensed by Subscriber that is loaded into a Subscription Service by Subscriber.

1.4 "**Documentation**" means Fortra's then-current online user guides, as updated from time to time, and as may be made accessible from within the "Help" feature of the Service. It may also include any tutorials, technical publications, and materials supplied with the Service(s), which include system requirements for implementation and operation of the Software or Subscription Service(s).

1.5 **"Effective Date"** for this Agreement is the date set forth in a signature page to this Agreement, and the Effective Date for each Service Order means the earlier of the date on the applicable Service Order; or the date Subscriber downloads, installs or uses the Software or Subscriber Services.

1.6 **"Invoice"** means any statement of charges issued by Fortra for fees.

1.7 "Maintenance Services" means the support and maintenance services provide by Fortra to Customer in accordance with the applicable maintenance policies and/or addendum attached.

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

1.9 **"Personal Information"** means any information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Information is Confidential Information.

1.10 **"Professional Service"** means implementation or integration services; training services; programming or coding services; data conversion services; consulting, or other customized services, provided by Fortra at the request of the Subscriber, and does not include Software, Maintenance or Subscription Services.

1.11 **"Seats"** means individuals with a unique user identification that can utilize or be managed by the Software, including but not limited, to those individuals that are included in profile data store and designated by Subscriber as either "active" or "inactive".

1.12 **"Service Order"** means the applicable Quote or statement of work issued by Fortra for the Services, which includes term specific pricing and subject to the terms and conditions set forth in this Agreement and which is signed by a duly authorized representative of Subscriber.

1.13 **"Service(s)"** means, collectively, Software, Subscription Services, Maintenance Services and Professional Services provided by Fortra. The Services provided will be licensed more specifically as set forth in a Service Order and the applicable Addenda.

1.14 **"Software"** means any software provided by Fortra for use in conjunction with the Services, including all updates, add-ons, and enhancements.

1.15 **"Subscription Period"** if applicable, means the annual time period for the grant to the Subscriber of a subscription license to the Software as indicated on an Invoice.

1.16 **"Third-Party Software"**, if applicable, means software products not developed by Fortra and/or its subsidiaries that Fortra may distribute or make available to Subscriber specifically for purposes related to the Services, Software and this Agreement. All Third-Party Software shall be governed strictly and solely by such third-party's (i) clickwrap agreement, which requires Subscriber to "Accept" and/or "Agree" before utilizing and/or installing such software; (ii) the terms and conditions referenced via a universal resource locator (URL) indicated on the applicable quotation; or (iii) terms and conditions contained within a text file (e.g. .txt), which accompanies the Third-Party Software.

1.17 **"Subscription Duration"** is defined in the applicable Service Order, and starts on the Subscription Start Date.

1.18 **"Subscription Service(s)"** is defined as a software as a service application that is licensed for use under this Agreement.

1.19 **"Subscription Start Date**" is defined in the applicable Service Order or date of first use of applicable Service, whichever comes first.

1.20 **"Quote"** means the ordering document or statement specifying the details of the Services to be provided by Fortra and purchased by Customer, which may include, without limitation, applicable fees, number of authorized users, the volume of use or data permitted, the Subscription Duration, any Service(s) to be performed by Fortra.

2. Services.

2.1 Agreement to Comply with Terms. Subscriber and Fortra hereby agree to comply with the terms and conditions of this Agreement and each Addendum applicable to the Service(s) being procured. The terms and conditions of each such applicable Addendum, Invoice and Service Order are hereby incorporated into this Agreement by this reference.

2.2 Professional Services. If set forth in a Quote, Fortra shall provide Professional Services for Subscriber pursuant to the terms of Fortra's Service Order.

3. Ownership. Grant of Rights

3.1 No Intellectual Property Assignment. Fortra owns all right, title and interest in and to all versions of the Service(s) and all data related to the Service, and the development, creation, and delivery thereof, including, without limitation, any patents, copyrights, service marks, trademarks, trade secrets, and other intellectual property rights therein, and nothing in this Agreement shall be deemed to constitute a transfer or assignment of any such rights. Fortra shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate in the Service any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber relating to the Service ("Feedback"). In no event shall feedback be deemed to be Subscriber Confidential Information.

3.2 Software and Subscription Services. Subject to the terms and provisions of this Agreement, including Customer's payment obligations, Fortra hereby grants to Customer, and Customer hereby accepts, a limited non-exclusive, non-transferable, non-assignable, and worldwide license for the Subscription Duration to access and use the Services in third party cloud platform or infrastructure chosen by Fortra and in object code/executable form for internal business purposes in the quantities set forth in the applicable Service Order, along with the applicable Documentation. The Service will be deemed accepted upon delivery of the access information. Subscriber's use of the Services is subject to Fortra's then current privacy policy attached hereto.

3.3 Restrictions. Subscriber specifically agrees to limit the use of the Service(s), Documentation, and Third-Party Software (if any) to those specifically granted in this Agreement. Subscriber must strictly comply with the terms and conditions of this Agreement including, without limitation, the following: (a) Subscriber may use the Service for Subscriber's own internal business purposes and shall not outsource, sublicense, resell, lease, transfer or otherwise allow use of the Service for the benefit of any third party; and (b) Subscriber shall not (i) create localized or derivative works based on the Service, modify or port Service, or cause or permit

others to; (ii) modify, reverse engineer, translate, disassemble, attempt to derive the source code or decompile the Service, or cause or permit others to; (iii) access the Service in order to build a competitive product or service; (iv) remove any of Fortra' or its vendors', copyright notices and proprietary legends; (v) attempt to circumvent, disable or defeat the limitations on Subscriber's use of the Service which are encoded into the Service and/or Third-Party Software's key; (vi) use the Service and/or Third-Party Software (a) to infringe on the intellectual property rights of Fortra or any third party, or any rights of publicity or privacy; (b) to violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) to propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (d) in any application that may involve risks of death, personal injury, severe property damage or environmental damage, or in any life support applications, devices or systems; and/or (e) such that the total number of Authorized Users or Authorized Devices in excess of the total Seats or other license metric allocated to Customer as reflected in the applicable Service Order or Invoice; (vi) file copyright or patent applications that include the Service and/or Third-Party Software or any portion thereof; (vii) use the Third-Party Software within any other applications or products other than with the Service; and/or (viii) make any Customer copies of the Service and/or Third Party Software except with the prior written approval of Fortra and for nonproductive backup purpose only. Subscriber may not disclose results of any Services or program benchmark tests without Fortra' prior written consent; or license, sell, rent, lease, transfer, assign, distribute, share, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Fortra Documentation or materials available, to any third party other than, as expressly permitted under the terms of the Agreement. Without limiting any of the above, Subscriber may not combine the Services with any other services or software to create a commercially available solution. Except as expressly provided herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and Subscriber agree to make every reasonable effort to prevent unauthorized third parties from accessing or using.

3.4 Authorized Users. The rights granted to Subscriber under the Agreement are also conditioned on the following: the rights of any Authorized User permitted to use the Services cannot be shared or used by more than one individual (unless such permission is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the Services). For server or equipment-based licenses, the license may not be transferred to another server or piece of equipment.

3.5 Administration of Services. Subscriber shall be solely responsible for the acts and omissions of Subscriber administrator users and any other user who accesses the Services with Subscriber account credentials. Fortra shall not be liable for any loss of data or functionality caused directly or indirectly by the administrator Users. Fortra may modify the Services with or without notice to Subscriber. Subscribers are responsible for assessing the suitability of each Service for Subscriber's intended use. By using the Services, Subscriber accepts responsibility for use of the Services, and acknowledge that they meet Fortra requirements and enable Fortra' compliance with applicable laws.

3.6 Third-Party Software. Third Party Software that may be appropriate or necessary for use with the Services or Software may be specified in the Documentation or on other portals or websites as applicable. For Services that allow access to third party services or links to those Services, such third-party services or third-party sites are subject to those third-party website terms.

3.7 Subscriber's Content for Subscription Services. Subscriber at all times retains full right, title and interest to its Confidential Information and as applicable to Services, Content. Subscriber represents and warrants that, to its actual or constructive knowledge, the use or transmission of the Content does not violate any applicable laws. Fortra strongly recommends that Subscriber maintain appropriate backup copies of the Content.

3.8 License to Content. Fortra does not, directly or indirectly, have the ability to view the Content; however in order to provide the Services, certain rights to the Content are required. To that end, Subscriber hereby grants Fortra a non-exclusive, non-transferable (subject to Section 11.5 (Assignment)), royalty-free, right to process and display Content during the Term, solely to the extent necessary to provide the Services hereunder.

3.9 Personal Information. In providing the Services hereunder, Subscriber may disclose Personal Information to Fortra. If applicable, Fortra shall process all Personal Information in accordance with the Data Processing Addendum attached as Exhibit A to the applicable Service Order.

3.10 Future Features and Functionality. Subscriber agrees that any purchases under this Agreement are not contingent on the delivery of any future feature or functionality or dependent on any oral or written public or private comments made by Fortra regarding future features or functionality. Fortra may release improvements and other features and functionality in its discretion. Some features and functionality may be available only with certain versions of the Service(s).

4. Subscriber Responsibilities.

4.1 Export Control. Subscriber acknowledges that the Software and/or Services are subject to export control laws in the United States, the United Kingdom (UK) and elsewhere. Subscriber shall comply with all applicable export laws, obtain all applicable export licenses and will not export or re-export any part of the Software and Services to any country in violation of such restrictions. Subscriber acknowledges that the Software and/or Services are subject to export control laws in the United States, the United Kingdom (UK) and elsewhere. Subscriber shall comply with all applicable export laws, obtain all applicable export licenses and will not export or re-export any part of the Software and Services to any country in violation of such restrictions. Subscriber acknowledges that the Software and/or Services licensed pursuant to this Agreement may also be subject to export controls applicable to cybersecurity items under the U.S. Export Administration Regulations ("EAR"). Subscriber shall not use the Software and/or Services, or allow the same to be used, to affect the confidentiality, integrity, or availability of information or information systems, without authorization by the owner, operator, or administrator of the information system (including the information and processes within such systems). Subscriber further represents and warrants that it will not export, reexport, or transfer (in country) the Software and/or Services to be used to affect, without authorization, the confidentiality, integrity, or availability of information or information systems; nor does Subscriber know or have reason to know that the Software and/or Services will be put to such use.

4.2 Anti-Corruption Laws. Subscriber represents and warrants that it has not taken, and will not take, any action that would cause the other Party, and its subsidiaries or affiliates to violate any anti-corruption law, including but not limited to the United States Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-corruption laws.

4.3 Audit; Excess Users. Subscriber will maintain records reasonably required to verify its compliance with this Agreement. Without limitation to the foregoing, Subscriber will purchase sufficient licenses for the number of Seats or other license metric it will need at all times. On Fortra's written request, not more frequently than annually, Fortra may audit Subscriber's use of the Software or Services. Any such audit shall be conducted during Subscriber's normal business hours, subject to Government security requirements, and in such a manner as to avoid unreasonable interference with Subscriber's business operations. If an audit reveals that Subscriber has underpaid fees to Fortra, Subscriber shall be invoiced for such underpaid fees.

4.4 Subscriber acknowledges that the Services are a "Commercial Item", as that term is defined at 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 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227,7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions in this Agreement.

4.5 Installation and/or Use. Upon payment of the fees, Fortra shall deliver a key to make the current version of the Service(s) available to Subscriber. The Services shall be deemed delivered once it is made available to Subscriber and the license to the Services shall commence upon such delivery.

5. Payment of Fees; Suspension.

5.1 Fees. This Section 5 applies only if the Subscription Service is purchased directly from Fortra. For clarity, Section 5.1 does not apply to Subscription Services purchased through an authorized reseller of Fortra. During the term of this Agreement, Subscriber shall pay Fortra the fees set forth in the applicable Service Order in accordance with the GSA Schedule Pricelist. Fees for the initial Subscription Duration of a valid Service Order shall be invoiced upon execution of such Service Order. Subsequent fees shall be invoiced prior to the start of the following annual period. All undisputed amounts payable to Fortra shall be due net thirty (30) days from date of invoice receipt. If Subscriber in good faith disputes all or a portion of an Invoice, then Subscriber shall inform Fortra within fifteen (15) days following Subscriber's receipt of the applicable invoice. Following receipt of Subscriber's written dispute, the Parties shall work together, in good faith and acting reasonably, to resolve said dispute. Promptly following resolution of such dispute, Subscriber shall pay any amounts determined to be owing as a result of the dispute's resolution. Notwithstanding the foregoing, Subscriber shall be responsible for promptly paying that portion of the Invoice not in dispute. Non-payment or late payment of undisputed fees is a material breach of this Agreement. If past due more than thirty (30) days and notified of past due status, Subscriber shall pay interest on the overdue balance at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Fortra shall state separately on invoices taxes excluded from the fees, and the Subscriber agrees either to pay the amount of the taxes (based on the current value of the equipment) or

provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). In the event of a conflict in terms between this Section 5.1 and an applicable Service Order, the applicable terms of such Service Order shall prevail.

5.2 Suspension. Fortra may immediately temporarily suspend your password, account, and access to or use of the Services: (a)reserved, (b) reserved(c) Fortra reasonably concludes that Subscriber's use of the Services is causing immediate and ongoing harm to Fortra or others. If Fortra must suspend delivery of the Services, Fortra shall notify Subscriber of the suspension and the parties shall diligently attempt to resolve the issue. Fortra shall not be liable to Subscriber or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the Services in accordance with this Section.

5.3 Taxes. Fortra shall state separately on invoices taxes excluded from the fees, and the Subscriber agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). In no event will either Party be liable for any taxes levied against the other Party's net income.

6. Term and Termination

6.1 Term. This Agreement commences on the Effective Date and shall continue until the expiration of all Service Orders under this Agreement, unless earlier terminated as described below.

6.2 Term and Termination of the Agreement. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Fortra shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

6.3 Term of a Service Order. The initial term of a Service Order shall start on its Subscription Start Date as indicated in such Service Order, and ends on the last day of its Subscription Duration. A Service Order may be renewed for subsequent terms equal to the Subscription Duration by executing a written order for the successive renewal term. Within the sixty (60) day period prior to the expiration of the current Subscription Duration, Fortra shall send Subscriber an Invoice for the next Subscription Duration. Subscriber's payment in response to an Invoice prior to the expiration date of the then-current Subscription Renewal will extend the Services until the new expiration date indicated on the Invoice. If only one or more Service Orders are terminated but the Agreement and other Service Orders remain in effect, the foregoing shall only apply with respect to the Service Order(s) being terminated. Termination shall not relieve Subscriber's obligation to pay all undisputed charges accrued before the effective date of termination.

6.4 Termination for Breach/Insolvency. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Fortra shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

6.5 Consequences of Termination. Immediately upon termination of this Agreement or a particular Service Order(s), (a) the licenses granted to either Party shall immediately terminate; (b) upon written request, each Party shall destroy or return to the other Party any and all Confidential Information received from the other Party; and (c) Subscriber shall cease to use the Service and Fortra shall cease hosting the Service for access by Subscriber. On termination or expiration of this Agreement for any reason, Subscriber shall make no further use of the Software and/or Services and shall either return to Fortra or destroy originals and all copies of the Software and Software Documentation. Subscriber shall supply a written affidavit executed by an officer of Subscriber to Fortra certifying that it no longer possesses any embodiments of the Software or Software Documentation.

7. Limited Warranties.

7.1 Subscription Services. Fortra represents and warrants that it will perform the Service in a good and workmanlike manner in accordance with applicable industry standards. Subscriber's sole and exclusive remedy and Fortra' entire liability for any breach of this Section 7.1 shall be as follows: Fortra will have thirty (30) days after written notice to deliver a correction that resolves the nonconformance of the Service with this Section 7.1 or shall refund to the Subscriber any prepaid Service fees paid under this Agreement in a prorated amount based on the remaining days in the Subscription Duration, and all remaining obligations under this Agreement shall be terminated.

7.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION 7.2, HELPSYSTEMS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE FUNCTIONS PERFORMED BY THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICE

WILL BE CORRECTED. HELPSYSTEMS CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, SUBSCRIBER SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY UPLOAD AND DOWNLOAD TO AND FROM THE SERVICE. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY HELPSYSTEMS, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. HELPSYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. HELPSYSTEMS DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Indemnification

8.1 Fortra Indemnity. Fortra shall have the right to intervene to defend Subscriber, officers and directors, employees and agents against any third party claims that the use of the Service as contemplated hereunder infringes any U.S. copyrights, patents or other intellectual property right of a third party, and Fortra shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Fortra. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

8.2 Reserved.

8.3 Procedure. If the Service(s) becomes, or in Fortra' opinion is likely to become, the subject of an infringement or misappropriation claim, Fortra may, at its option and expense, either (i) procure for Subscriber the right to continue using the Service(s); (ii) replace or modify the Service(s) so that it becomes non-infringing, or (iii) terminate Subscriber's right to use the Service(s) and give Subscriber a refund or credit of the amounts actually paid by Subscriber to Fortra for the Service(s) less a reasonable allowance for the period of time Subscriber has used the Service(s). Fortra will have no obligation with respect to any infringement or misappropriation claim based upon (1) any use of the Service(s) not in accordance with the Agreement or for purposes not intended by Fortra; (2) any use of the Service(s) in combination with other products, equipment, software, or data not supplied by Fortra; (3) any use of any release of the Service(s) other than the most current release made available to Subscriber; or (4) any modification of the Service(s) made by any Person other than Fortra. Section 8.1 and 8.3 states Fortra' entire liability and Subscriber's sole and exclusive remedy for infringement and misappropriation claims and actions.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT, INCLUDING USE OF OR INABILITY TO USE THE SERVICE, OR ANY MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY SUBSCRIBER ON ANY INFORMATION OBTAINED FROM HELPSYSTEMS, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO HELPSYSTEMS' RECORDS, PROGRAMS OR SERVICE, OR INCLUDING PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, TRANSMISSION OF ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS, AND THIRD PARTY HOSTING SERVICE PROVIDERS. IN NO EVENT SHALL HELPSYSTEMS' LIABILITY TO SUBSCRIBER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY SUBSCRIBER. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW**.**

10. Confidentiality.

10.1 Each Party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other Party under this Agreement. The receiving Party will protect Confidential

Information of the disclosing Party against any unauthorized use or disclosure to the same extent that the receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event less than a reasonable standard of care; provided that the Confidential Information of the disclosing Party is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the receiving Party or the receiving Party otherwise knows or has reason to know that the same is Confidential Information of the disclosing Party. The receiving party will use any Confidential Information of the disclosing party solely for the purposes for which it is provided by the disclosing Party. This paragraph will not be interpreted or construed to prohibit any use or disclosure of Confidential Information to the extent: (a) necessary or appropriate in connection with the receiving Party's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the Parties; or (b) required to be disclosed by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the if not prohibited from doing so, the receiving Party uses reasonable efforts to give the disclosing Party reasonable advance notice thereof (e.g., so as to afford the disclosing Party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure). Fortra and Subscriber agree that upon the request of the disclosing Party, the receiving Party will (a) promptly return to the disclosing Party or destroy all materials furnished by the disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the receiving Party, and provide written certification that all such Confidential Information has been returned to the disclosing Party, or (b) promptly destroy all materials furnished by the disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the receiving Party, and provide written certification that all such Confidential Information has been destroyed by the receiving Party, except copies stored for standard back up and retention or for legal purposes. Fortra recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor

10.2 Fortra and Subscriber acknowledge and agree that the remedies available at law for any breach of this Section will, by their nature, be inadequate. Accordingly, each Party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

11. General Provisions.

11.1 The Parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint ventures, employer-employee, master-servant, or franchisor-franchisee between the Parties.

11.2 Neither Party is, or will hold itself out to be, an agent of the other Party. Neither Party is authorized to enter into any contractual commitment on behalf of the other Party.

11.3 This Agreement, together with each Addendum, Service Orders, and Invoice, contains the entire agreement of the Parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by an authorized representative of each Party. In the event of a conflict between the terms in a Service Order and the Agreement, the terms contained in the Service Order shall control. Neither Party shall be deemed the drafter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by both Parties. All additional and conflicting terms and conditions presented with or in any communication, including but not limited to Subscriber's purchase orders ("P.O."), except with respect to price, quantity and location specified in a P.O., are hereby rejected and shall be deemed null and void.

11.4 In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

11.5 Subscriber may not assign or otherwise transfer any of its rights or obligations hereunder, by operation of law or otherwise, and any assignment or transfer is null and void. Notwithstanding the foregoing, Fortra may assign its rights and obligations hereunder to an Affiliate and/or to its successor pursuant to a merger, consolidation or sale of substantially all of its assets related to this Agreement in accordance with the provisions set forth at FAR 42.1204. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

11.6 Subscriber agrees that Fortra may identify Subscriber by name as a customer of Fortra on its website, in presentations, in customer lists, or other material that generally identify customers of Fortra to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Except for the foregoing, Fortra

shall not use Subscriber's name or logo without Subscriber's prior written permission. Subscriber shall not use Fortra' name or logo without Fortra' prior written permission.

11.7 This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. In accordance with GSAR 552.212-4(f), Neither Party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than fees due hereunder) caused by reasons beyond its reasonable control, including acts of God, war, terrorism, strikes, failure of suppliers, fires, floods, earthquakes or other force majeure events.

11.8 Any notice given under this Agreement shall be in writing and shall be effective (i) upon receipt if (a) email with read receipt or followed by U.S. mail service; or (b) sent via overnight mail by a nationally recognized express delivery service; when addressed to the address set forth above. A copy shall be sent to the address above or Contracts@Fortra.com, Attn: Legal. Subscriber understands and acknowledges that notices concerning the Subscription Services may be sent electronically to the address specified as Subscriber's primary administrator Account.

11.9 The Parties' rights and obligations under this Section 11 (General Provisions), and under Sections 3.1 (No Intellectual Property Assignment), 3.3 (Restrictions), Section 7.2 (Disclaimer), Section 8 (Indemnification), 9 (Limitation of liability), 10 (Confidentiality) shall survive.

11.10 Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by and construed in accordance with the Federal laws of the United States.

11.11 Translations. If this Agreement is translated into any language other than English then the English language version shall prevail in the event of any conflicts in the documents. Translations are provided for convenience only.

11.12 Time Limit for Claims. Any claim must be brought by Subscriber within six (6) years of the date that the cause of action arose failing which we shall not be liable to Subscriber. All class action lawsuits, private attorney general actions or similar and trial by jury are excluded to the maximum extent permitted by law.

12. Addendum/Addenda incorporated herein by reference:

12.1 GoAnywhere SaaS Policies

12.2 GoAnywhere MFT Customer Care Manual

Privacy Policy

Last Updated: May 15, 2023

Fortra is committed to protecting your privacy. This Statement of Privacy ("Statement") governs the data collection, processing, and usage practices of Fortra on its Website, the websites of its affiliates and subsidiaries (collectively, "Website") and in the other contexts outlined below. In many cases, Fortra shares the various categories of personal information identified below with its affiliate and subsidiaries for a variety of purposes (as outlined below). By using the Website and/or otherwise engaging with Fortra as described herein, you consent to the data practices described in this Statement.

1.1.1.1 Website Collection, Use Practices and Purposes

We process personal information for a variety of reasons and we have set out below a description of various ways we may collect and use your personal data and the corresponding legal bases we rely on.

- *Information that you provide voluntarily*

CONTEXT	TYPES OF INFORMATION	PRIMARY PURPOSE FOR COLLECTION AND USE OF INFORMATION
Account Registration	When you register an account we collect your name, home and/or work address, e-mail address, company affiliation, telephone number, and other similar information.	We share information about our products and services with individuals that consent to receive such information. We also have a legitimate interest in sharing information about important changes to our Website, new services and special offers we think you will find valuable.
Mailing List	When you sign up for one of our mailing lists we collect your email address or postal address. As a customer, you will be given the opportunity, after registration, to notify us of your desire not to receive any further promotional e-mails from us.	We share information about our products and services with individuals that consent to receive such information. We also have a legitimate interest in sharing information about important changes to our Website, new services and special offers we think you will find valuable.
Partner Promotion	We collect information that you provide as part of a co-branded promotion with another company.	We have a legitimate interest in fulfilling our promotions.
Requests/Support	If you contact us through the Website for support, fill out and submit an online form, or request us to contact you, we may request to collect your name, e-mail address, company affiliation, telephone number, state, and country, as well as any other content that you send to us, in order to contact you or process your request. You are under no obligation to provide such information. However, we cannot guarantee that we can	We have a legitimate interest in receiving and processing your requests, administering our business activities, and providing customer service. We also have a legitimate interest to use aspects of your data collected in this manner in order to improve our products, services and customer

	provide customer support in the event that relevant information related to the use of our products or services is withheld.	experience, and/or to draw from such communications for statistical and/or reference purposes.
Surveys or Contests	When you participate in a survey or contest, we collect information that you provide through the survey. If the survey is provided by a third-party service provider, the third-party's privacy policy applies to the collection, use, and disclosure of your information. Participation in these surveys or contests is completely voluntary and you therefore have a choice whether or not to disclose additional information that may be requested. Information requested via surveys and contests may include additional demographic information.	We have a legitimate interest in understanding your opinions, and collecting information relevant to our organization.
Trade Shows & Industry Events	You may provide information to us directly or indirectly at a trade show where Fortra or a Fortra subsidiary is represented, either by manually providing us with your contact information or by presenting your badge or other credential for scanning.	We share information about our products and services with individuals that consent to receive such information. We also have a legitimate interest in sharing information about products, services and special offers we think you will find valuable.

- *Information that we obtain from third-party sources*

From time to time, we may receive personal information about you from other sources, including third-parties, business partners, our affiliates, or publicly available sources. The types of information we collect from third-parties may include marketing information provided by trade shows and professional and other relevant information available to us on social networks. We have a legitimate interest to use the information we receive from these third-parties to allow us to make more informed decisions, improve the accuracy of records we hold, and occasionally to reach out to you regarding items or issues we believe interest you.

In addition to the purposes and uses described above, we may use personal information in the following ways:

- to identify you when you visit our Website;
- to provide products and services ("Services");
- to provide access to our Services;
- to improve our services and product offerings;
- to conduct analytics;
- to verify the accuracy of data that we hold about you;
- to manage the security of your information and our network and, more specifically, in relation to any steps we may take to protect your information against loss, damage, theft or unauthorized access or disclosure;
- for the prevention of fraud and other criminal activities;
- for the establishment and defense of our legal rights;
- to respond to inquiries related to support, or other requests and more generally correspond or communicate with you;

- to send marketing and promotional materials, including information relating to our Services, sales, or promotions;
- for internal administrative purposes, as well as to manage our relationships; and
- for other purposes that are not incompatible with the purposes we have disclosed to you (such as archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes) if and where this is permitted by applicable data protection laws.

Although the sections above describe our primary purpose in collecting and using your personal information, in many situations we have more than one purpose. For example, if you complete an online purchase, we may collect your information to perform our contract with you, but we also collect your information as we have a legitimate interest in maintaining your information after your transaction is complete so that we can quickly and easily respond to any questions about your order. As a result, our collection and processing of your information is based in different contexts upon your consent, our need to perform a contract, our obligations under law, and/or our legitimate interest in conducting our business.

1.1.1.2 Social Media (Features) and Widgets

Our Website includes social media features, such as the Facebook Like button and widgets, “Share This” button, or interactive mini-programs that run on our Website. These features may collect your IP address, which page you are visiting on our Website, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third-party or hosted directly on our Website. Your interactions with these features are governed by the privacy policy of the company providing it.

1.1.1.3 Links to Other Websites

Our Website includes links to other website(s) whose privacy practices may differ from those of Fortra. If you submit personal information to any of those sites, your information is governed by their privacy statements. We encourage you to carefully read the privacy statement of any website(s) you visit.

1.1.1.4 Testimonials

With your consent we may post your testimonial along with your name.

1.1.1.5 Public Forums and Comment Sections

Our Website offers publicly accessible message boards, blogs, and community forums. Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through Fortra public message boards, blogs, or forums, this information may be collected and used by others. Note: Fortra does not share your private online communications with others.

1.1.1.6 Opt Out of Use of Personal Information and Unsubscribe

You can withdraw your consent to use of your personally identifiable information at any time but withdrawing your consent does not affect the lawfulness of any communications Fortra has sent to you before your consent was withdrawn. You will also always have the option to unsubscribe (see “To Unsubscribe From Fortra” below). Fortra does not sell, rent, or lease its customer lists to third-parties in which we do not have a formal agreement to provide services to Fortra and our customers or prospects.

Fortra may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (email, name, address, telephone number) is not transferred to the third-party. In addition, Fortra may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries or contact you based on your interest to receive such communications. Fortra may share data with our professional advisers such as our lawyers, auditors, insurers and partner financial institutions in the countries in which we operate and who provide us with consultancy, banking, legal, insurance and accountancy services but only where we are either legally obliged to share, or have a legitimate interest in sharing, your personal information;

Such third-parties are prohibited from using your personal information except to provide these services to Fortra, and they are required to maintain the confidentiality of your information. If the third-party agent does not comply with its privacy obligations, we will take commercially reasonable steps to prevent or stop the use or disclosure of your personal information. Fortra does not collect sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

Fortra also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites using log files. We may use and share aggregate or non-personal information without restriction. If you access this website from outside the U.S., you acknowledge, agree, and consent that any information you provide, including any personal information, will be transferred to and processed by a computer server located within the U.S. Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country.

Specifically, certain website assets and our corporate headquarters are located in the United States, and our group companies and third-party service providers and partners operate around the world. This means that when we collect your personal information we may process it in any of these countries.

There is also information about your computer hardware and software that is automatically collected by Fortra. This information can include: your IP address, browser type, domain names, access times, and referring website addresses. This information is used by Fortra for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Fortra website. For these purposes, we do link this automatically collected data to personally identifiable information such as name, email address, address, and phone number.

1.1.1.7 Third-Party Services

Fortra uses a variety of third-party services who provide data processing services to us, such as Google Analytics, Omniconvert, Hotjar, VWO, and Outreach.io. These services may automatically collect information provided by your browser as part of a web page request, such as your referring domain, cookies, or your IP address. Fortra also uses Gong, a service that enables it to record, transcribe, analyze and share the contents of its sales communications, including phone calls, video conferences, email and other correspondences, as well as its CRM and customer contacts. For more information on how these tools collect and use your information, please refer to their respective privacy policies. By using our Website, you consent to the processing of data by these third-parties in accordance with their privacy policies.

1.1.1.8 Third-Party Tracking Technologies

The use of cookies and web beacons by any tracking utility company is covered in our Cookie Policy.

1.1.1.9 Automated decision-making

In some instances, our use of your personal information may result in automated decisions being taken that legally affect you or similarly significantly affect you. Automated decisions mean that a decision concerning you is made automatically on the basis of a computer determination (using software algorithms), without human review. When we make an automated decision about you, you have the right to contest the decision, to express your point of view, and to require a human review of the decision. You can exercise this right by contacting us using the contact details provided under the “Contact Information” heading below.

1.1.1.10 Children and privacy

We do not knowingly collect information from or about children age 13 and under.

1.1.1.11 Do Not Track Disclosure

This Website does not monitor for or behave differently if your computer transmits a “do not track” or similar beacon or message.

1.1.1.12 Legal Disclaimer

Fortra Websites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary or reasonably desirable in our business judgment to protect our interests or those of third-parties to: (a) conform to the edicts of the law or comply with legal process served on Fortra or the site; (b) protect and defend the rights or property of Fortra (including enforcing this agreement); and, (c) act under exigent circumstances to protect the personal safety of users of Fortra, or the public. In the event that we are required by law to inform you of a breach to your personal information we may notify you electronically, in writing, or by telephone, if permitted to do so by law.

1.1.1.13 Access to Personally Identifiable Information

You have the following rights with respect to your personal information:

- To review the user information that you have supplied to us
- To request that we correct any errors, outdated information, or omissions in user information that you have supplied to us
- To request that your user information not be used to contact you
- To request that your user information be removed from any solicitation list that we use
- To request that your user information be removed from our records and
- To unsubscribe

You should note that in many situations we must keep your personal information to comply with our legal obligations, resolve disputes, enforce our agreements, or for another one of our business purposes. In addition, you can **object to processing** of your personal information, ask us to **restrict processing** of your personal information or **request portability** of your personal information.

- If you are in the European Union, you have the **right to complain to a data protection authority** about our collection and use of your personal information. For more information, please contact your local data protection authority.

1.1.1.14 GDPR

Fortra complies with the GDPR. If you wish to submit a personal data request related to the GDPR, please complete this form.

1.1.1.15 CCPA

Fortra complies with the CCPA. If you wish to submit a personal data request related to the CCPA, please complete this form. We will respond to all requests within 30 days. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

1.1.1.16 CPRA

Fortra complies with the CPRA pertaining to employees, contractors and job applicants. Our California Privacy Notice and Policy can be found here.

1.1.1.17 Security of your Personal Information

No method of safeguarding information is 100% secure. Fortra uses a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. Fortra secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use, or disclosure. Fortra may use third-party SSL-secured payment processors to collect credit card data.

1.1.1.18 Data Retention

We will retain your information for as long as your account is active or as needed to offer or provide you services. If the data is no longer needed and there is no legal requirement to maintain the personal data indefinitely, your data may be maintained for up to 12 months. If you wish to cancel your account or request that we no longer use your information to provide you services contact us at info@helpsystems.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

1.1.1.19 Changes to this Statement

Fortra will occasionally update this Statement. Fortra encourages you to periodically review this Statement to be informed of how Fortra is protecting your information. When such a change is made, we will update the "Last Updated" date above. If we make any material changes we will notify you or our Client by email (sent to the email address specified in your account) or by means of a notice on this Site prior to the change becoming effective. To the extent that ¬our policy changes in a material way, the Statement that was in place at the time that you submitted personal information to us will generally govern that information unless we receive your consent to the new Statement . We encourage you to periodically review this page for the latest information on our privacy practices.

1.1.1.20 To Unsubscribe from Fortra

You may unsubscribe from Fortra communications by clicking on the "unsubscribe" link located on the bottom of your email or emailing us at info@helpsystems.com. Current customers or those with contractual obligations will continue to receive product updates and other important communications.

1.1.1.21 Contact Information

Fortra welcomes your comments regarding this Statement. If you believe that Fortra has not adhered to this Statement, please contact Fortra at info@helpsystems.com. We will use commercially reasonable efforts to promptly determine and remedy the problem. If Fortra cannot resolve a complaint to your satisfaction you can contact the ICO at www.ico.org.uk or by telephoning 0303 123 1113 if the complaint relates to the way your personal data has been handled.

Fortra is located at 11095 Viking Drive, Suite 100, Eden Prairie, MN 55344. We can be reached by phone at 800-328-1000.

1.1.1.22 Visuals and Photography

Fortra owns the rights to all visual content on www.fortra.com including all logos, photographs, icons, infographics, graphics, and any other imagery. Most of the photography used on our website was shot on-site at Atmosphere Commercial Interiors and Foresight Associates in Minneapolis, MN.

1.1.1.23 Copyright Terms and Conditions

The content on this website is protected by the Copyright Laws of the United States of America and other countries worldwide. The unauthorized use and/or duplication of this material without express and written permission from Fortra is strictly prohibited. Excerpts and links may be used, provided that full and clear credit is given to Fortra with appropriate and specific direction to the original content.

For purposes of applicable data protection laws, the data controller of your personal information is Fortra, LLC and its affiliates and subsidiaries.