

Paperless Innovations, Inc.
Federal End-User Subscription and Services Agreement

The following terms and conditions have been reviewed for compliance with all current Federal End-User License Agreement (“EULA”) requirements, exemptions and restrictions inherent with the proper acceptance and usage of software and services under this agreement.

This Subscription and Services Agreement (this “Agreement”) is entered into by and between Vendor and Contracting Party. Vendor and Contracting Party are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

This Agreement sets forth the terms and conditions under which the “platform as a service” services hereto referred to as (the “Platform Services”) will be provided to authorized Users. Subject to the terms and conditions of this Agreement, the Platform Services will provide Contracting Party with certain rights to access and use Vendor’s proprietary P-Card Program Management platform (the “Software”).

PAPERLESS INNOVATIONS
SUBSCRIPTION AND SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Grant of Rights.

(a) Subject to the terms and conditions of this Agreement, and subject to full and timely payment of all subscription and other fees owed hereunder, Vendor hereby grants to Contracting Party and Contracting Party hereby accepts a limited, non-exclusive, non-transferable, right to access and use the Platform Services, the Platform and the associated Documentation (as defined below), in each case for Contracting Party’s own internal business operations during the Subscription Period as defined below, sections 2 and 3. Contracting Party may receive the Platform Services and access and use the Platform only via remote access to a hosted environment or environments hosted by Vendor or one or more third parties designated by Vendor and by not more than the number of combined full and limited use users (“Authorized Users”) specified in the Platform administrative billing interface. Contracting Party shall take all steps necessary to ensure that no person or entity shall have unauthorized access to or use of the Platform Services or the Platform.

(b) Any person who uses or accesses the Platform Services, the Platform or any component thereof or accesses the Vendor

Software’s business rules (including via a user interface) shall constitute a “user” of the Platform Services and each must have his or her own access credentials. Users may have more than one role, therefore multiple log-ins using the same access credentials is prohibited.

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2. Term. This Agreement shall take effect upon the date Contracting Party purchases any quantity of seat licenses for the first time (the “Effective Date”) and shall continue until the expiration of the Subscription Period, unless earlier terminated in accordance with the terms of this Agreement.

3. Fees.

(a) Contracting Party’s Users who may be subject to fee payment are defined as “Cardholder Users”. The number of Cardholder Users will define the total annual subscription fees (“seat licenses”) due to the Vendor as displayed in the Platform administrative billing interface.

(b) Any person who uses or accesses the Platform Services, the Platform or any component thereof or accesses the Vendor Software’s business rules (including via a user

interface) shall constitute a “user” of the Platform Services and each must have his or her own access credentials. Users may have more than one role, therefore multiple log-ins using the same access credentials is prohibited.

(c) All fees are accountable and payable in U.S. Dollars. Payments are accepted and processed through our secure online portal.

4. Setup; Support and Other Services.

(a) Vendor will provide, or cause to be provided, the installation and setup services set forth below under the Section, Vendor Support Services.

(b) Users will be entitled to receive the maintenance and support services set forth on page 9 (the “Vendor Support Services”) during the Subscription Period.

(c) Contracting Party may request that Vendor perform additional professional services. If Vendor agrees to perform additional services, the parties will enter into Vendor’s standard professional services agreement, which will set forth the terms and conditions for the performance of such additional services.

5. Documentation. Vendor will provide Contracting Party with one copy of the then-current standard documentation for the Platform (the “Documentation”). Contracting Party may make one copy of the Documentation for each Authorized User.

6. Use and Ownership of the Software and Platform Services.

6.1 No Copying. Except as provided in Section 5, or as otherwise required by law, Contracting Party, its advisors or otherwise may not copy the Software or any other Confidential Information (as defined below) of Vendor in whole or in part.

6.2 Limitations on Use. Contracting Party, its advisors or otherwise shall not, directly or

indirectly, (a) download or attempt to download or otherwise access the Software or any component thereof or circumvent any technical measures in place to prevent unauthorized access to the Software or the Platform Services; (b) create internet “links” to the Software, Platform Services or attempt to “frame” or “mirror” the Platform, Platform Services on any other server; (c) build, develop or seek to develop a product using ideas, features, functions or graphics similar to the Platform or the Platform Services; (d) alter, modify, enhance, adapt, reverse engineer, disassemble, or make works derived from any version of the Platform or attempt to generate or access the source code for the Platform, whether by converting, translating, decompiling, disassembling or merging any part of the Platform with any other software; (e) attempt to gain unauthorized access to the Platform Services or any computer, server or other hardware used in the provision of the Platform Services; (f) send to or store on any such computer, server or hardware infringing, harassing, obscene, threatening, libelous or otherwise unlawful, objectionable or tortious material, including, without limitation, material harmful to children or violative of third party privacy rights; or (g) use the Platform Services for illegal, unethical or inappropriate purposes.

6.3 Contracting Party Responsibilities. Contracting Party is responsible for all activity occurring under any of its Authorized User accounts and shall abide by, and shall cause each of its Authorized Users to abide by, all applicable local, provincial, state, national and foreign laws, treaties and regulations in connection with the access and use of the Platform Services. Contracting Party is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access and use the Platform Services and for paying all third party fees and access charges incurred while accessing or using the Platform Services.

6.4 Ownership. Contracting Party acknowledges and agrees that the Vendor Software is owned by Vendor and embodies a valuable trade secret asset of Vendor. Except as

expressly licensed to the Party herein, Contracting Party agrees that all right, title, and interest in and to the Platform Software and the Platform, including without limitation, all copyrights, trade secrets and other intellectual property rights pertaining thereto will remain vested in Vendor; and as between Vendor and Contracting Party, Vendor shall own and hold all intellectual property rights in and to the Platform Software and the Platform. Vendor retains all rights not expressly granted herein. No implied licenses shall flow from this Agreement.

6.5 User Data. Vendor will not own any data, information or material that is submitted to or stored by User on any computer, server or other hardware used in the provision of the Platform Services or used in connection with its Platform Services (such data, “User Data”). User will be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or rights to all User Data. Vendor assumes no responsibility and shall have no liability for the deletion, correction, destruction, damage, loss or failure to store any User Data. Contracting Party hereby grants Vendor a license to the User Data to allow Vendor or its subcontractors or agents to access and use the User Data as Vendor deems necessary or appropriate for purposes of performing its obligations under this Agreement, including storing, recording, maintaining, transmitting, archiving, and displaying User Data. Except as permitted in this Agreement, Vendor shall not, during the term of this Agreement, disclose to any third party the contents of User Data unless authorized by Contracting Party or unless Vendor is required to do so by law or in the good faith belief that such action is necessary to: (a) conform with applicable laws or comply with legal process served on Vendor; (b) protect and defend the rights or property of Vendor and its licensors; or (c) enforce this Agreement or establish any rights hereunder.

7. Confidentiality.

7.1. Nondisclosure. Contracting Party shall retain the Confidential Information (as defined below) in the strictest confidence (*i.e.*, a “need-to-know” basis) and shall not disclose the Confidential Information to any third party without Vendor’s prior express written consent. Contracting Party shall not use the Confidential Information for any purpose not related to the use of the Platform Services in accordance with the terms of this Agreement, and shall limit access to the Confidential Information to those of its employees and agents whose work responsibilities require such access. Issues regarding the release of information shall be resolved consistent with the Freedom of Information Act (“FOIA”).

7.2. Confidential Information. “Confidential Information” means (a) any data, documentation, software, source code, inventions, know-how, ideas, product pricing information, business methods, and/or any information disclosed by Vendor as a result of this Agreement, including, but not limited to, the Platform, the Platform Services or the Documentation; and (b) any other information, technical data, or know-how which is designated in writing to be confidential or proprietary or should reasonably be understood to be confidential or proprietary, or if given orally, is designated at the time of disclosure as being disclosed as confidential or proprietary or should reasonably be understood to be confidential or proprietary. Confidential Information does not include information that: (1) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction and not as a result of the act or omission of Contracting Party; (2) is rightfully obtained by Contracting Party from a third party without restriction as to disclosure; (3) is lawfully in the possession of Contracting Party at the time of disclosure and not otherwise subject to restriction on disclosure; or (4) is approved for release by written authorization of Vendor.

7.3. Return of Information. Upon written request by Vendor, Contracting Party shall

immediately return to Vendor all written or other tangible manifestations of material containing Confidential Information (whether prepared by Contracting Party, its advisors or otherwise) and will not retain any copies, extracts, storage or other reproductions in whole or in part of Confidential Information. All documents, memoranda, notes, analyses, compilations, studies and other writings and data prepared by or on behalf of Contracting Party, its advisors or otherwise based on the information in Confidential Information shall be destroyed, all storage erased, and that destruction shall be certified to Vendor.

8. Default and Termination.

8.1 Termination by Vendor. If the Vendor believes that the Contracting party is in breach of this agreement, the Vendor may pursue its rights under the Contracts Dispute Act or other applicable Federal statute while continuing performance under this agreement.

8.2 Termination by Contracting Party. Party may terminate this Agreement at any time, for any reason, subject to Federal Acquisition Regulations applicable to all current and future Federal End-User Licensing and Subscription agreements.

8.3 Effect of Termination.

(a) Access to Platform Services. Upon termination of this Agreement for any reason, Users' right to access and use the Platform Services and Platform shall immediately cease.

(c) Return of User Data. In the event this Agreement is terminated for any reason, Vendor will make available to Contracting Party a file containing the User Data for a period of 60 days after the effective date of such termination.

9. Limited Warranties and Disclaimers.

9.1. Intellectual Property Warranty. Vendor has the right, power and authority to provide the Platform Services as contemplated by this Agreement. To the knowledge of Vendor, the

Platform does not infringe the U.S. intellectual property rights of any third party.

9.2 Platform Services Warranty. Vendor represents and warrants that, during the first thirty (30) days of the Subscription Period, the Platform will operate substantially in accordance with the applicable Documentation, provided the User accesses and uses the Platform in compliance with such Documentation or other instructions provided by Vendor. In the event the Platform fails to satisfy the warranty immediately above, Vendor's sole obligation, and Contracting Party's sole remedy for non-conformance of this warranty shall be, at Vendor's option, to (i) use reasonable efforts to correct the nonconformity or (ii) refund any pre-paid Subscription Fees paid by Contracting Party and terminate this Agreement.

9.3. Limitations on Warranties. The limited warranty set forth herein will not apply to any misuse or negligence in the operation or use by the User of the Platform Services or the Platform or any breach by User of any of the terms hereof. The limited warranties set forth in this Agreement are made for User's benefit only. The remedies in this Section 9 are the sole and exclusive remedies for breach of these limited warranties.

9.4 Disclaimer of Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9 ARE THE ONLY WARRANTIES MADE BY VENDOR WITH RESPECT TO THE PLATFORM SERVICES, THE PLATFORM, THE SUPPORT SERVICES AND ANY OTHER SERVICES PROVIDED HEREUNDER. VENDOR MAKES NO WARRANTY OR REPRESENTATION THAT USER'S ACCESS TO AND USE OF THE PLATFORM SERVICES OR THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM SERVICES OR THE PLATFORM, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-

INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

OF LEGAL PROCEEDINGS) WITHIN SIX YEARS OF THE DATE CONTRACTING PARTY KNOWS OR SHOULD HAVE KNOWN OF THE EXISTENCE OF SUCH CLAIM.

10. Limitation on Liability.

10.1 Limitation on Liability.

(a) VENDOR SHALL NOT BE LIABLE TO ANY USER FOR ANY INDIRECT, INCIDENTAL, RELIANCE OR SPECIAL DAMAGES OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS OR LOST PROFITS SUFFERED BY CONTRACTING PARTY) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER VENDOR KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CONTRACTING PARTY HEREBY RELEASES VENDOR AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. 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.

(b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF VENDOR TO CONTRACTING PARTY ARISING OUT OF OR BY REASON OF THIS AGREEMENT (INCLUDING BY REASON OF ANY BREACHES OR FAILURES TO PERFORM HEREUNDER) EXCEED THE AGGREGATE AMOUNT PAYABLE TO VENDOR UNDER THIS AGREEMENT.

(c) ANY CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED (THROUGH THE DUE COMMENCEMENT

10.2. No Third Party Liability. Vendor shall under no circumstances be liable for any claim or demand by any third party based on or related to User's use of the Platform Services or Platform or errors or alleged errors in the Platform Services, including, without limitation, persons using the facilities or services of Users or their heirs or dependents.

10.3. Allocation of Risk. This Section 10 allocates risks under this Agreement between Vendor and Contracting Party. Contracting Party acknowledges and agrees that Vendor's pricing reflects this allocation of risk.

10.4. Vendor Indemnity. Vendor shall indemnify Contracting Party and its agents against any third party claims, demands, costs, or liabilities of any kind whatsoever alleging that the Platform infringes the United States intellectual property rights of any third party (an "IPR Claim"); provided, however, that Vendor will not be obligated to indemnify Contracting Party to the extent the alleged infringement is caused by (a) Contracting Party's breach of any of its obligations hereunder or misuse or modification of the Platform Services, the Platform or the Documentation, or (b) Contracting Party's use of the Platform Services or Platform in combination with any product, process or information not owned, developed or delivered by Vendor. 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.

If the Platform or any part thereof becomes, or in the opinion of Vendor is likely to become, subject to a valid claim of infringement under any United States intellectual property right of any third party (other than by reason of any of the causes set forth in clauses (i) or (ii) of the preceding sentence), Vendor may at its option, (a) replace or modify the Platform to make it become non-infringing, or (b) terminate this Agreement and refund any prepaid Subscription Fees (prorated to the close of the current Subscription Period) paid by Contracting Party. Contracting Party agrees to promptly notify Vendor in writing of any such claim and provide reasonable assistance to Vendor in defending such claim. This Section 10.4 sets forth

Vendor's complete liability with respect to infringement of intellectual property rights.

11. Miscellaneous.

11.1 Audit Rights. Upon reasonable notice, Vendor or its agents may audit Contracting Party's use of the Platform Services in accordance with this Agreement. Contracting Party agrees to cooperate with Vendor's audit and provide reasonable assistance and access to information concerning Contracting Party's use of Platform Services. Contracting Party agrees to pay or contest in good faith, any underpaid Monthly Subscription Fees due pursuant to this Agreement within thirty (30) days of Vendor's written notification thereof.

11.2 Notices. Any notices required or permitted under this Agreement shall be in writing and shall be deemed properly given if personally delivered or sent by United States certified or registered mail (return receipt requested) or by reputable commercial overnight courier service with tracking capabilities to the parties' addresses above. Any notices given hereunder shall be effective when the addressee receives them. Any party may change its address for such communications by giving an appropriate notice to the other party in conformity with this Section 11.2.

11.3 Severability. If any of the provisions or portions thereof of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, the parties agree to negotiate in good faith to draft a new agreement that comports with the original intent of the parties. If after thirty (30) days, the parties have been unable to reach agreement, this Agreement will be deemed terminated pursuant to Section 6.

11.4 Independent Contractor. The relationship between Vendor and Contracting Party shall be that of independent contractors. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship, and, notwithstanding anything else herein, neither party shall have the

right incur (and will not attempt to incur) any obligation or liability on behalf of the other party.

11.5 No Waiver/Modification. No waiver, alteration, modification or cancellation of any of the provisions of this Agreement shall be binding upon either party unless made in writing and signed by an authorized representative of the party. Either party's failure at any time to require performance by the other party of any provision hereof shall not affect in any way the first party's right to require such performance at any time thereafter.

11.6 Remedies. Except as expressly provided herein, no remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referenced herein or otherwise available at law, in equity or otherwise.

11.7 Governing Law. This Agreement shall be governed by and construed in accordance with Federal law of the United States.

11.8. Assignment. Without the express written consent of Vendor, this license is not assignable or otherwise transferable by Contracting Party, including without limitation any transfer in connection with an acquisition in whole or in part of Contracting Party (or any of Contracting Party's assets) or a merger, consolidation, or other reorganization, bankruptcy, or operation of law. Any purported assignment or transfer made without Vendor's consent shall be void and shall constitute a material breach of this Agreement.

11.9. Force Majeure. In accordance with GSAR 552.212-4(f), Vendor shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to fire, earthquake, flood, acts of God, war, acts of terrorism, riots, insurrection, sabotage, acts of any civil or military authority, communication or utility failures, judicial action or order of a governmental entity, change of law, strikes, unavailability or shortages of labor, materials or equipment, failure or delay in delivery by suppliers or delays in transportation.

11.11 Reserved.

11.12 Taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Contracting Party 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).

11.13 No Third Party Beneficiary. Any agreement to pay an amount or any assumption of liability herein contained, express or implied, shall be only for the benefit of the Parties and their permitted successors and assigns, and such agreements and assumption shall not inure to the benefit of any other party, whomsoever, it being the intention of the undersigned that no one shall be deemed to be a third party beneficiary of this Agreement.

11.14 Compliance with Laws. Contracting Party shall comply with, and is solely responsible for compliance with, all applicable laws governing the access to or use of the Platform Services and Platform, including without limitation export, import and use regulations of the United States and other countries.

11.15 Export Control.

(a) [The Platform Services and/or Platform may be subject to United States export control laws. Contracting Party acknowledges and agrees that the Platform Services shall not,

and none of the underlying information, hardware, Platform Services, or technology may be, transferred or otherwise exported or re-exported to prohibited or restricted countries, to restricted or prohibited persons or entities or for any prohibited or restricted end uses under applicable U.S. laws, including any changes to those laws that may be made from time to time. Vendor and its licensors make no representation that the Platform is appropriate for use in or from locations outside the United States without an export license. Any diversion of the Platform Services or related hardware, software, technology, or information contrary to U.S. law is prohibited. Pursuant to U.S. laws, the lists of prohibited or restricted end-users includes the List of Specially Designated Nationals and Blocked Persons administered by U.S. Department of the Treasury, Office of Foreign Assets Control, the Entity, Unverified and Denied Persons lists administered by the U.S. Department of Commerce, and the Non-Proliferation and Debarred Parties Lists administered by the U.S. Department of State.]

(b) [Contracting Party represents, warrants and covenants that it is not, and none of its Authorized Users is or will be, located in, under the control of, or a national or resident of any prohibited or restricted country and it is not, and none of its Authorized Users is or will be, a prohibited or restricted person to which the transfer, export or reexport of the information, hardware, software, technology or Software is prohibited by U.S. laws. Contracting Party agrees to comply strictly with all applicable U.S. export laws, as well as any other applicable export laws, and assume sole responsibility for obtaining licenses to export or re-export as may be required.]

(c) Contracting Party further represents, warrants and covenants that none of the information acquired through the use of the Platform is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government for such purposes.

(d) The Platform may use encryption software and/or technology that are subject to

licensing or other related requirements under the
U.S. Export Administration Regulations, 15
C.F.R. Parts 730-774.

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Vendor Support Services

For so long as Contracting Party has subscribed for and paid the Annual Subscription Fee for each client of the Platform Services, Vendor will provide the following services:

- 1 General Support Services. Vendor will provide support services for the Platform consisting of the following:
 - Provide immediate support within 3 minutes of notification to resolve issues that prevent the use of the system and its associated resources that have a critical impact to Contracting Party's business processes and deliverables. This level of support will have a targeted resolution of twenty-four (24) hours of notification.
 - Provide timely support within 3 minutes of notification to resolve issues that curtail but do not prevent the use of the system and its associated resources that have a critical impact to Contracting Party's business processes and deliverables. This level of support will have a targeted resolution of forty-eight (48) hours of notification.
 - Provide dedicated support within 3 minutes during normal operating hours, considered to be Monday through Friday, 8 AM until 5 PM Eastern Standard Time, of notification to resolve issues that do not significantly impair Contracting Party's use of the system and its associated resources that have a critical impact to Contracting Party's business processes and deliverables. This level of support will have a timely resolution target.
 - Provide a support email address with twenty-four (24) hour support seven (7) days a week for reporting of critical, crucial, and routine support issues.
- 2 Platform Patches and Upgrades. Vendor will apply (at Vendor's discretion) operating system patches and hotfixes to address documented and known issues that could negatively impact the security, stability and performance posture of the Platform environment.
- 3 System Administration. Vendor will perform scheduled routine administration to include database administration, backup administration, security administration, system monitoring administration, and application administration, to insure the overall health and upkeep of the Platform environment.
- 4 User Support Services. Vendor will provide the following assistance services to users with administrative access to Platform (Admin Users):
 - Provide support services to the Contracting Party
 - Assist Admin Users to make changes or corrections to workflows, hierarchies, users, roles, approval forms, data collection, and reporting based on program reviews
 - Provide support to maintain access credentials for all Authorized Users
 - Provide phone and online help desk support to Admin Users
 - Provide "train-the-trainer" documentation
 - Provide hotfixes to fix technical issues
 - Provide updated help documentation for new features

Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The Parties further agree that this Agreement (including the Terms and Conditions set forth on the preceding pages, and any other exhibits, schedules and addenda attached hereto) sets forth the complete and exclusive statement of the agreement between the Parties relating to the Platform Services and the Software and supersedes any and all prior agreements, whether written or oral, and all purchase orders and other correspondence and communications between the Parties relating to the Platform Services, the Software or any component thereof.