

USER PORTAL TERMS OF USE

Welcome to the user portal offered by Aptean, Inc. and its affiliates (“**Aptean**,” “**we**,” “**us**” or “**our**”). The terms and conditions set forth in these User Portal Terms of Use (these “**Terms of Use**”) govern your (“**Customer**,” “**Partner**,” “**you**” or “**your**”) access to, and use of, the user portal (together with all support tools, features, functionality, services, documentation and other content made available through the user portal, the “**User Portal**”).

1. **Registered Users.** The User Portal is offered and made available to Authorized Users only. “**Authorized User**” means (i) either an Aptean customer who is bound by that certain software license agreement (or similar agreement) by and between Customer and Aptean in effect at the time of Customer’s access to the User Portal (“**License Agreement**”) or an Aptean partner who is bound by that certain reseller agreement (or similar agreement) by and between Partner and Aptean in effect at the time of Partner’s access to the User Portal (“**Partner Agreement**”) and (ii) has an authorized username and password granted by Aptean to use the User Portal (the “**Access Information**”). By using the User Portal, you hereby represent and warrant that you are an Authorized User. You agree that you are responsible and liable for the use of the User Portal by Individual Users as if any of such Individual Users were you. “**Individual User**” means any individual accessing or using the User Portal by using your Access Information. You shall notify Aptean immediately of any unauthorized use of any Access Information or any other known or suspected breach of security.

2. **Modifications.** We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and they apply to your access to, and use of, the User Portal thereafter. You will receive notification the first time you access the User Portal following any such changes at which time you will be required to indicate your acceptance thereof prior to proceeding. Your continued use of the User Portal following the posting of revised Terms of Use means that you accept and agree to the changes. Additionally, you acknowledge and agree that Aptean may modify, alter, update, improve or otherwise change the User Portal from time to time. If Aptean materially changes the functionality and your use of the User Portal, Aptean will provide you with written notice of any such changes. Additionally, you acknowledge and agree that Aptean may modify or otherwise change the User Portal as necessary or appropriate to comply with applicable laws, government regulations and orders.

3. **License Grant.** Aptean hereby grants to you, subject to and conditioned upon your compliance with these Terms of Use, a limited, revocable, non-exclusive, non-transferable, non-assignable license, without right to sublicense, to use the User Portal for your internal business purposes. All right, title and interest (including all Intellectual Property Rights) in and to the User Portal are owned by Aptean or its licensors, as applicable, and are protected by intellectual property laws, including copyright, patent, trademark, and/or trade secret laws. No right, title or interest (including all Intellectual Property Rights) in or to the User Portal is transferred to you. Any rights not expressly granted herein are reserved by Aptean and its licensors, as applicable. “**Intellectual Property Rights**” means copyrights, trademarks, service marks, patents, trade secrets, and other related proprietary or statutory rights that have been or subsequently exist pursuant to all applicable statutes, laws, regulations, treaties or common law in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

4. **Restrictions on Use.** You may not: (i) use, copy, modify, translate, merge or create derivative works of the User Portal except as expressly provided in these Terms of Use; (ii) disable or circumvent any licensing control feature in the User Portal; (iii) reverse-engineer, disassemble, or decompile the User Portal or otherwise attempt to access or determine its underlying source code, underlying ideas, underlying user interface techniques or algorithms, or permit any such actions, as applicable; (iv) sell, distribute, lend, sublicense, rent or lease all or any portion of the User Portal; (v) use the User Portal on a service bureau or time-share basis or as an application service provider; (vi) host, virtualize or otherwise provide access to or enable use of the User Portal by any individual(s) not permitted to use the User Portal; (vii) use the User Portal to develop or enhance any product that competes, directly or indirectly,

in Apteau's determination, with the products and services offered by Apteau; (viii) remove the copyright, trademark, or any other proprietary rights or notices included within the User Portal, as applicable; (ix) use the User Portal in any way that would infringe any Intellectual Property Right of third parties; or (x) use the User Portal in a manner that would violate any law applicable to you or Apteau.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the User Portal in breach of the Terms of Use, your right to use the User Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5. Termination. Upon termination by either party of the License Agreement or Partner Agreement, as applicable, your use and access to the User Portal is automatically terminated unless otherwise agreed to by Apteau in writing.

6. User Contributions on the User Portal.

a. The User Portal may contain message boards, chat rooms, personal web pages, profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow Authorized Users to post, submit, publish, display or transmit to other Authorized Users (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the User Portal. All User Contributions must comply with these Terms of Use. Any User Contribution you post to the User Portal will be considered non-confidential and non-proprietary. You grant to Apteau, and all of its subsidiaries, affiliates, successors, and assigns, a worldwide, perpetual, royalty-free, fully paid, sublicensable, non-exclusive, and transferable right and license to use, reproduce, modify, perform, display, distribute, publish, prepare derivative works of, adapt and otherwise disclose to third parties any such material. Such rights and licenses to User Contributions shall survive the termination of these Terms of Use. Any User Contribution you submit to us is provided at your own risk of loss. You represent and warrant that: a) you own or control all rights in and to the User Contributions; b) you have the right to grant the license granted herein; and c) all of your User Contributions do and will comply with these Terms of Use and all applicable state, federal, local, national and international laws, rules and regulations ("**Applicable Law**"). You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Apteau, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. Apteau is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other Authorized User of the User Portal.

b. Monitoring and Enforcement. Apteau has the right, but not the obligation, to: a) monitor Interactive Services; b) remove or refuse to post any User Contributions for any or no reason in our sole discretion; c) take any action with respect to any User Contribution that Apteau deems necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, infringes any Intellectual Property Right or other right of any person or entity, threatens the personal safety of Authorized Users of the User Portal or the public or could create liability for Apteau; d) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their Intellectual Property Rights or their right to privacy; e) take appropriate legal action, including, referral to law enforcement, for any illegal or unauthorized use of the User Portal; f) terminate or suspend your access to all or part of the User Portal for any violation of these Terms of Use. Without limiting the foregoing, Apteau has the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the User Portal. Apteau does not review all material before it is posted on the User Portal by Authorized Users, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any Authorized User or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

YOU WAIVE AND HOLD HARMLESS APTEAU, ITS AFFILIATES AND THEIR RESPECTIVE LICENSEES, SERVICE PROVIDERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY CLAIMS RESULTING FROM ANY

ACTION TAKEN BY APTEAN DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER APTEAN OR LAW ENFORCEMENT AUTHORITIES.

c. Content Standards. These content standards contemplated in this [Section 6](#) apply to any and all User Contributions and use of Interactive Services. User Contributions must comply with any Applicable Law. Without limiting the foregoing, User Contributions must not: a) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; b) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; c) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under Applicable Law or that otherwise may be in conflict with these Terms of Use; d) promote any illegal activity, or advocate, promote or assist any unlawful act; e) impersonate any person, or misrepresent your identity or affiliation with any person or organization; f) involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; g) give the impression that they emanate from or are endorsed by Aptean or any other person or entity, if this is not the case.

7. Use of Aptean Content. Aptean hereby grants to you, subject to and conditioned upon your compliance with these Terms of Use, a limited, revocable, non-exclusive, non-transferable, non-assignable license, without right to sublicense to use the documentation provided by Aptean via the User Portal (collectively, "Aptean Content") for your own internal use while you are an Authorized User. Distributing any portion of Aptean Content to a third party, using any Aptean Content for the benefit of a third party, or using Aptean Content in connection with software other than Aptean software under an active License Agreement or Partner Agreement are all prohibited. Aptean authorizes you to download and print the Aptean Content provided: (a) any copyright notice is not removed, (b) Aptean Content is not altered, (c) Aptean Content is used only for your internal business purposes and (d) you do not further redistribute or copy Aptean Content unless the Aptean Content is marketing material used in connection with a Partner Agreement. In the event of a conflict, inconsistency, or difference between this [Section 7](#) and the terms of a License or Partner Agreement, the License or Partner Agreement will control.

8. Disclaimer of Warranties. YOUR USE OF THE CUSTOMER PORTAL AND APTEAN CONTENT IS AT YOUR OWN RISK. THE CUSTOMER PORTAL AND APTEAN CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. FURTHER, APTEAN DISCLAIMS ALL WARRANTIES OF ANY KIND EXPRESS, IMPLIED OR STATUTORY (INCLUDING THOSE BY APTEAN'S SUPPLIERS), INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR QUIET ENJOYMENT, AS WELL AS ANY WARRANTIES THAT THE CUSTOMER PORTAL WILL BE FREE OF INTERRUPTIONS OR ERRORS. APTEAN SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF YOUR DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. THE CUSTOMER PORTAL MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. APTEAN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9. Limitation of Liability. IN NO EVENT WILL APTEAN, ITS AFFILIATES, AND THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, PARTNERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF REVENUE AND LOSS OF PROFITS, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE CUSTOMER PORTAL. APTEAN'S TOTAL CUMULATIVE LIABILITY RELATING TO THESE TERMS OF USE OR THE CUSTOMER PORTAL SHALL IN NO EVENT EXCEED ONE HUNDRED US DOLLARS (\$100.00). SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY. IN SUCH STATES OR JURISDICTIONS, APTEAN'S LIABILITY TO YOU SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS OF USE BETWEEN THE PARTIES.

10. Confidentiality. All information and content presented in, and obtained via, the User Portal (including your username, password, Aptean Content and User Contributions) are confidential (collectively, the "**Confidential**

Information”). You shall: (i) not disclose the Confidential Information to any third party at any time and shall limit disclosure of Confidential Information within your own organization to your employees or third parties authorized by Aptean in writing; (ii) not use the Confidential Information for any reason other than as contemplated by these Terms of Use and the License Agreement or Partner Agreement, as applicable; and (iii) protect the confidentiality of the Confidential Information with at least the same degree of care as you use to protect your own Confidential Information of a like nature, but no less than a reasonable degree of care. “Confidential Information” does not include marketing materials provided by Aptean in the User Portal.

11. Indemnification. You will indemnify, defend and hold harmless Aptean, its affiliates, and their respective members, shareholders, partners, owners, officers, directors, employees, licensors, agents and representatives from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of, or relating to: (i) your use of the User Portal, the Aptean Content or your breach of these Terms of Use; (ii) your User Contributions or any other content or material you submit or otherwise transmit through the User Portal; or (iii) your violation of any rights of another. Aptean reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

12. Local Laws and Export Control. The User Portal provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. You acknowledge and agree that the User Portal shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries as to which the United States maintains an embargo (collectively, “**Embargoed Countries**”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “**Designated Nationals**”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the User Portal, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Further, the User Portal may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Aptean and its licensors make no representation that the User Portal is appropriate or available for use in other locations. If you use the User Portal from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

13. Governing Law and Jurisdiction. These Terms of Use are governed exclusively by the internal laws of the State of Georgia, without regard to its conflicts of laws rules. The state and federal courts located in Atlanta, Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms of Use. You and Aptean hereby consent to the jurisdiction and venue in Atlanta, Georgia, and waive any objections to such jurisdiction and venue.

14. Forward Looking Statements.

- a. Certain Aptean Content may contain statements related to Aptean’s business plans and strategies, its product pipelines and factors that may affect them. All such statements and all other statements that are not statements of historical fact are known as “forward-looking statements” and can be identified by words such as “expects,” “looks forward to,” “anticipates,” “intends,” “plans,” “believes,” “seeks,” “estimates,” “will,” “project” or words of similar meaning. Forward-looking statements are based on the current expectations and assumptions of Aptean’s management, and are, therefore, subject to certain risks and uncertainties. A variety of factors, many of which are beyond Aptean’s control, could affect Aptean’s operations, performance, business strategy and results in a manner that could cause the actual results, performance or achievements of Aptean to be materially different from those projected, implied or assumed in connection with the forward-looking statements or anticipated on the basis of historical trends. Although Aptean believes that the forward-looking statements are reasonable, in light of the fact

that they involve known and unknown risks and uncertainties, Apteian's actual performance, results and/or course of action may be materially different from those projected, anticipated, implied or assumed by the forward-looking statements.

- b. Apteian strives to continually improve its products. Should Apteian Content ever contain the Apteian roadmap (including statements about product development initiatives, new products and future product upgrades, updates, releases or enhancements) such content merely outlines our general product direction and are thus for informational purposes only. The Apteian roadmap should not be relied upon in making a decision to enter into a business arrangement with Apteian, including a purchasing decision, and shall not be incorporated into any contract or commitment. Apteian, in its sole discretion, may change the Apteian roadmap for any reason, at any time, and shall incur no liability in doing so. The Apteian roadmap is not a condition to, nor is it a part of, your purchase of any software licenses or services or other decision to enter into a business arrangement with Apteian.

15. Assignment. Your access to the User Portal and these Terms of Use may not be assigned by you without the prior written approval of Apteian.

16. Miscellaneous. These Terms of Use do not limit any rights that Apteian may have pursuant to any intellectual property laws or any other laws. All rights and remedies available to Apteian, pursuant to these Terms of Use or otherwise, at law or in equity, are cumulative and not exclusive of any other rights or remedies that may be available to Apteian. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. All headings included in these Terms of Use are included for convenience only, and shall not be considered in interpreting these Terms of Use. No joint venture, partnership, employment, or agency relationship exists between you and Apteian as a result of these Terms of Use or use of the User Portal. The failure of Apteian to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Apteian in writing. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms of Use, will survive the termination of these Terms of Use. These Terms of Use, together with the License Agreement or Partner Agreement, as applicable, comprise the entire agreement between you and Apteian and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

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