

# SCRIPTTEL CORPORATION END USER LICENSE AGREEMENT

Revised: February 15, 2018

**RIGHTS TO USE THE SOFTWARE AND SERVICES ASSOCIATED WITH THIS END USER LICENSE AGREEMENT ARE OFFERED ONLY ON THE CONDITION THAT YOU AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE TO ENTER INTO AND BE BOUND BY THIS AGREEMENT UPON THE EARLIER OF: (A) CLICKING THE “ACCEPT” OR “AGREE” BUTTON OR SELECTOR; OR (B) ORDERING, PAYING FOR, RECEIVING OR USING THE SOFTWARE, THE HARDWARE OPERABLE WITH THE SOFTWARE OR THE SERVICES. THIS AGREEMENT IS WITH YOU, AN INDIVIDUAL, IF YOU ARE A SOLE PROPRIETOR OR ACTING IN YOUR INDIVIDUAL CAPACITY, AND THIS AGREEMENT IS WITH AN ENTITY IF YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE ENTITY. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOUR SOLE RECOURSE IS TO STOP USING THE SOFTWARE, UNINSTALL IT, AND STOP USING THE SERVICES. NON-ACCEPTANCE OF THIS AGREEMENT DOES NOT GIVE YOU ANY RIGHTS TO RETURN ANY ASSOCIATED HARDWARE. RETURN OF HARDWARE IS SOLELY GOVERNED BY THE RETURN POLICY, IF ANY, OF YOUR SUPPLIER OF SUCH HARDWARE. NOTE: THIS AGREEMENT INCLUDES A WAIVER OF THE RIGHT TO A JURY TRIAL.**

This End User License Agreement (“**Agreement**”), effective as of the Effective Date (defined below), is entered into between Scriptel Corporation, an Ohio corporation (“**Scriptel**”) and the party who is identified in the Transaction Terms (defined below) or who has otherwise agreed to enter into this Agreement as set forth above (“**User**”). This Agreement sets forth the terms and conditions that govern the use of any Software (defined below) or Cloud Services (defined below) made available by Scriptel under this Agreement. Scriptel and User will be referred to in this Agreement collectively as “**Parties**” and separately as a “**Party**.” For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Scriptel and User agree as follows:

## 1. DEFINITIONS

- 1.1 “Analysis Data”** means: (a) all statistical and other information compiled or generated by Scriptel related to the performance, operation or use of the Software or Cloud Services; and (b) any and all information, works of authorship and concepts provided by User to Scriptel for purposes of feedback or suggestions related to troubleshooting, enhancing or improving the Software or Cloud Services. The term “Analysis Data” excludes all Personally-Identifiable Information and all personal information.
- 1.2 “Anonymized Information”** means all forms, modifications, derivatives, augmentations and compilations of the User Content which exclude Personally-Identifiable Information, whether conceived, authored, compiled or generated during or after the term of this Agreement by Scriptel alone or in conjunction with others.
- 1.3 “Auto Renew” or “Auto Renewal”** is the process by which the Service Period of the Cloud Services is automatically extended for an additional Service Period unless such Cloud Services are otherwise terminated in accordance with the Transaction Terms or this Agreement. The Transaction Terms specify which, if any, Cloud Services are subject to Auto Renewal as well as any terms applicable to any such renewal.
- 1.4 “Cloud Services”** means the cloud-based services (e.g., software as a service offerings), that provide access to the Software.



- 1.5** “**Documentation**” means information that: (a) describes technical or functional aspects of the Hardware, Software or Cloud Services, including without limitation, any user manuals, guides, specifications, use policies, license terms, help interfaces, support databases and readme files; and (b) is provided to User by: (i) Scriptel directly, through [scriptel.com](http://scriptel.com), through a different URL specified by Scriptel or through a link accessible through the Cloud Services; or (ii) a third party supplier of Hardware.
- 1.6** “**Effective Date**” means the earlier of the following dates: (a) the date upon which User clicks the electronic acceptance or agreement button or selector accompanying this Agreement; (b) the date of User’s initial use of the Hardware; (c) the date of User’s initial use of the Software; (d) the date of User’s initial use of the Cloud Services; and (e) the date upon which User otherwise accepts this Agreement as evidenced by an electronic signature, an acknowledgment of acceptance in an email or electronic document, or the physical signature of the paper form of this Agreement or a related signature page for this Agreement.
- 1.7** “**End-User**” means those employees, contractors and other end-users authorized by User to use the Software or Cloud Services in accordance with this Agreement.
- 1.8** “**End-User Account**” means a Cloud Services entryway that: (a) is used exclusively by an End-User representative of User employed or otherwise hired by User; (b) is limited to a single End-User and not shared amongst multiple End-Users; and (c) requires such single End-User to enter a unique login credential (e.g., a unique username-password combination or unique thumbprint profile) for accessing the Cloud Services.
- 1.9** “**Hardware**” means hardware devices supplied by Scriptel or third parties that are operable in conjunction with the Software, including, without limitation, computers, mobile devices and peripheral devices configured to operate based on Software code.
- 1.10** “**Permitted Derivatives**” will have the meaning provided for such term in Section 5.3 of this Agreement.
- 1.11** “**Personally-Identifiable Information**” means personally-identifiable information usable to identify an individual, such as an individual’s name combined with social security number, driver’s license number or state ID number.
- 1.12** “**Scriptel Open Code**” means certain source code portions of the Software (e.g., certain batch script, shell script or JavaScript) that are: (a) not obfuscated by Scriptel (i.e., not arranged or configured to increase the difficulty of understanding); and (b) clearly and conspicuously labelled by Scriptel as “UNOBFUSCATED CODE” and/or “OPEN CODE.”
- 1.13** “**Service Environment**” means the combination of hardware and software components owned, licensed, controlled or managed by Provider which: (a) enable the operation of the Cloud Services; and (b) may, depending upon the Transaction Terms, function as host of the Software, Third Party Content or User Content.
- 1.14** “**Service Period**” means the period of time for the performance of the Cloud Services as specified in the Transaction Terms.
- 1.15** “**Software**” means: (a) the object code, data, images, media and contents of the software owned, controlled or licensed by Scriptel to which Scriptel grants User access, including the Documentation; (b) any Scriptel Open Code but no other source code of such software; and (c) any Updates of the foregoing items. The term “Software” excludes Permitted Derivatives and Third Party Technology.
- 1.16** “**Transaction Terms**” means a webpage, ecommerce shopping cart, invoice, order, receipt or other online or offline documentation that: (a) is provided to User for sale or lease of the Hardware by Scriptel or a third party, or is provided to User for use of the Software or Cloud Services offered by Scriptel; (b) specifies the Software or Cloud Services; and (c) specifies or



- includes any additional terms, conditions or agreements that are binding upon User, including, without limitation, any fees payable for use of the Software or Cloud Services.
- 1.17 “Third Party Content”** means any data, databases, information, text, files, images, graphics, illustrations, audio files, video files, photographs and other content and material, in any format, that are obtained or derived from third party sources and made accessible to User through, within, or in conjunction with User’s use of, the Cloud Services. Examples of Third Party Content may include data feeds from, or links to, financing-related websites and financial industry databases which may be provided to supplement the reporting or analytical features of the Cloud Services. The term “Third Party Content” excludes Third Party Technology.
- 1.18 “Third Party Technology”** refers to third party software or technology that is licensed under Third Party Terms and not under the terms of this Agreement.
- 1.19 “Third Party Terms”** refers to any separate license terms specified in the Documentation that apply to Third Party Technology.
- 1.20 “Updates”** means any and all patches, bug fixes, updates, upgrades and enhancements of the Software or Services that Scriptel makes available to User.
- 1.21 “User Content”** means all text, files, images, graphics, illustrations, information, data (including Personally-Identifiable Information provided by User and End-Users) audio, video, photographs and other content and material, in any format, provided by User or End-Users that reside in, or run on or through, the Service Environment. The term “User Content” excludes all Analysis Data.

## 2. TRANSACTIONS.

This Agreement will apply to, and be valid for, any order, transaction or activity involving or relating to User’s access to or use of the Software or Cloud Services, including, without limitation, User’s downloading of Software from Scriptel’s website or a third party site or User’s placement of an order to use the Software or Cloud Services for a fee or on a trial, no-charge basis.

## 3. RIGHTS GRANTED BY SCRIPTEL; RESTRICTIONS

### 3.1 **Installation, Use, Reproduction and Distribution.**

Subject to User’s compliance with the terms and conditions of the Transaction Terms, the Documentation and this Agreement, User will have a revocable, non-assignable, non-sublicensable, worldwide, limited, non-exclusive right to: (a) reproduce the Software; (b) install, use, perform and display an unlimited number of copies of the Software; (c) prepare Permitted Derivatives of any Scriptel Open Code portions of the Software; and (d) distribute an unlimited number of copies of the Software, provided that each such copy will: (i) be a true and complete copy, including all attribution, copyright, trademark and legal notices in accordance with Section 5.4 below; and (ii) be accompanied by a copy of this Agreement. Such right will automatically terminate upon the termination of this Agreement. The granting of such right will be contingent upon and conditioned upon User’s full compliance with the terms and conditions of this Agreement, the Documentation and the Transaction Terms. In the event of the breach of any such terms or conditions, such right will be automatically revoked. User will be responsible for End-Users’ compliance with this Agreement, the Documentation and Transaction Terms.

### 3.2 **License Keys.**



The Software may require an activation key generated by Scriptel (“License Key”) to enable premium features or to work at all. The Transaction Terms may require User to pay a fee to receive a License Key for premium or specified features of the Software. The License Key may be provided in a human-readable form or as encrypted data in a file. It may be limited to a particular time, a particular subset of all premium features, or to use with specified Hardware. User will not: (a) use the License Key for any Hardware other than such specified Hardware; (b) circumvent (or attempt to circumvent) the License Key to gain access to capabilities or functionality that normally requires a License Key; (c) add capabilities or features or extend time beyond what a valid License Key provides; or (d) create or use a substitute license key that was not generated by Scriptel to unlock Software features.

**3.3 Trial Use.**

For trial purposes, Scriptel may enable premium features in the Software for a set period of time and provide time-limited License Keys with the Software for purposes of enabling evaluation of the premium features. User acknowledges that such License Keys are provided only for trial evaluation purposes. User will not use such License Keys for any purposes other than trial evaluation of the Software.

**3.4 Designated Hardware.**

Scriptel may configure the Software so that the Software’s premium features are disabled unless used with designated Hardware specified by Scriptel. User will not mimic or emulate the functionality of such designated Hardware to gain access to premium features.

**3.5 Copies; Inclusion in Other Software Programs.**

Subject to the terms of Section 3.1, User will have the right to distribute copies of the Software as standalone products or as included in software programs of User or third parties; provided, however, that such right will be contingent upon and conditioned upon: (a) User providing a copy of this Agreement with the delivery of such standalone products and software programs; and (b) an agreement by each party seeking to use or distribute such standalone products or software programs, to accept and agree to an agreement identical to this Agreement.

**3.6 Updates and Maintenance.**

Except to the extent the Transaction Terms expressly state otherwise, Scriptel will have no obligation to: (a) maintain, fix, enhance or upgrade the Software or otherwise create or provide any Updates; or (b) provide User with any assistance, help, trouble-shooting or other support relating to the Software or Cloud Services.

**3.7 Limited Period of Use.**

User will not acquire under this Agreement, any right or license to use the Cloud Services or Software in excess of the scope or duration stated in the Transaction Terms. Upon the end of the Service Period of the Cloud Services ordered, User’s right to use the Cloud Services will terminate, and User will have no access to the Cloud Services.

**3.8 Software Access.**

Except to the extent the Transaction Terms expressly state otherwise: (a) the Software will be available solely by downloading or pre-installation on Hardware; and (b) Scriptel will have no delivery obligation for Software and will not ship copies of the Software to User.

**3.9 Third Party Technology.**

The Software or Cloud Services may contain or require the use of Third Party Technology. In such event, User will be responsible for complying with the Third Party Terms specified by Scriptel that govern User’s use of Third Party Technology. Scriptel may provide certain notices to User in the Documentation, including readme or notice files in connection with



such Third Party Technology. User will not acquire any ownership of, or intellectual property rights in, the Third Party Technology.

**3.10 Third Party Content.**

As part of certain Cloud Services offerings, Scriptel may provide User with access to Third Party Content within the Service Environment. The type and scope of any Third Party Content will be defined in the Documentation applicable to the Transaction Terms. User will not, by virtue of this Agreement, acquire any ownership or intellectual property rights in the Third Party Content, and User's rights to use such Third Party Content will be subject to, and governed by, the terms applicable to such content as specified by the third party owner, author or provider of such content.

**3.11 Cloud Service End-User Accounts.**

User's use of the Cloud Services and the number of End-Users of the Cloud Services will be limited to the number of End-User Accounts specified in the Transaction Terms. User will not attempt to circumvent such limitation by permitting its representatives or agents to share the same End-User Account regardless of whether such sharing occurs at different times. For clarity, and by way of example, User will not allow one End-User employee to login with name1/password2 in the morning and then later in the same day, allow a different End-User employee to login with the same name1/password2.

**3.12 Further Restrictions.**

User will not directly or indirectly (by causing or permitting others to): remove or modify any program markings or any notice of Scriptel's or its licensors' proprietary rights; modify, make derivative works of, disassemble, decompile or reverse engineer any part of the Software or Cloud Services by reviewing data structures or similar materials produced by programs or by any other means; provided, however that User may prepare Permitted Derivatives in accordance with Section 5.3 of this Agreement; perform or disclose any of the following security test activities related to the Service Environment or associated infrastructure without Scriptel's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing or penetration testing; or license, sub-license, sell, rent, lease, sublease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Cloud Services or Service Environment available, to any third party, other than as expressly permitted in the Transaction Terms.

## 4. RIGHTS GRANTED BY USER

**4.1 Anonymized Information.**

During the term of this Agreement, Scriptel will have the right to: (a) to receive, store, use, copy, duplicate, reproduce, sort, manipulate, reformat, display, transmit, extract from, scrub, sanitize, filter, modify, augment, analyze, interpret and otherwise process the User Content; (b) de-identify or render anonymous any Personally-Identifiable Information contained in the User Content to generate Anonymized Information; and (c) use the User Content and Anonymized Information to improve service quality, to perform internal audits, and to develop, validate, evaluate and improve test protocols, performance benchmarks, algorithms, metrics, systems, predictive models and decision support tools.

**4.2 Audit.**

Scriptel may audit User's use of the Cloud Services (e.g., through use of software tools) to assess whether User's use of the Cloud Services complies with the Transaction Terms, Documentation and this Agreement. User will cooperate with Scriptel's audit and provide reasonable assistance and access to information. Any such audit will not unreasonably





interfere with User's normal business operations. User will pay within thirty (30) days of written notification, any fees applicable to User's use of the Cloud Services in excess of the User's rights under this Agreement. If User does not pay, Scriptel may terminate the Cloud Services or Transaction Terms. Scriptel will not be responsible for any of User's costs incurred in cooperating with the audit.

## 5. INTELLECTUAL PROPERTY

### 5.1 **Scriptel Intellectual Property.**

Scriptel or its licensors will retain all ownership and intellectual property rights (including, without limitation, copyrights, database rights, trade secret rights, trademark rights and patent rights) in and to the Software, Cloud Services and Documentation, and in and to anything developed or delivered by or on behalf of Scriptel under this Agreement. User will not acquire any rights in such intellectual property, whether implied or otherwise, other than those rights expressly stated in this Agreement. Scriptel and its suppliers reserve all rights not expressly granted to User in this Agreement.

### 5.2 **Analysis Data.**

Scriptel will be the sole owner of all right, title and interest in and to all Analysis Data. To the extent that Customer conceives of, authors or otherwise provides any portion of the Analysis Data, Customer hereby assigns, conveys and transfers all right, title and interest in such portion to Scriptel, including, without limitation, all copyrights (including, without limitation, all rights to create derivative works based on the Analysis Data), database rights, patent rights and all other intellectual property rights therein.

### 5.3 **Scriptel Open Code; Permitted Derivatives.**

Scriptel may, in its sole discretion, provide User with access to Scriptel Open Code. Subject to User's compliance with the requirements provided in Section 5.4 below: (i) User may create derivatives of the Scriptel Open Code to the extent permitted by the Third Party Terms, if applicable ("Permitted Derivatives"); (ii) Scriptel will have no right, title or interest in the Permitted Derivatives or the intellectual property rights therein; and (iii) Scriptel will have no liability, warranty obligations or any other responsibilities related to the Permitted Derivatives. Notwithstanding anything in this Agreement to the contrary, the definition of Software will exclude all Permitted Derivatives.

### 5.4 **Attribution & Proprietary Notices.**

User will not remove or alter the attribution, copyright, proprietary and other legal notices set forth in the Software. In the event that User incorporates the Software into another software program of User or a third party, User will configure such program so that the following statement is set forth adjacent to, and above, the location in such program's source code where the Software is used: "This software contains code of Scriptel Corporation, the sole owner of the copyrights in such code, permitted for use in accordance with the Scriptel End User License Agreement available at [scriptel.com](http://scriptel.com). Copyright © [year] by Scriptel Corporation." With respect to each Permitted Derivative, User will ensure that the introductory lines of the source code of such Permitted Derivative state the following: "This software was derived from original code of Scriptel Corporation, the sole owner of the copyrights in such original code. The right to create derivatives of such original code is subject to the Scriptel End User License Agreement available at [scriptel.com](http://scriptel.com). This notice must be included in all future derivatives."



## 6. USE OF CLOUD SERVICES

- 6.1** User will be responsible for identifying and authenticating all End-Users of End-User Accounts, for approving access by such End-Users to the Cloud Services, for controlling against unauthorized access by such End-Users, and for maintaining the confidentiality of usernames, passwords and account information of such End-Users. By federating or otherwise associating End-User and End-User Account usernames and passwords with Scriptel, User hereby accepts responsibility for, and will be responsible for, the timely and proper termination of End-User records in User's local identity infrastructure (e.g., intranet or central server) or on User's local computers. User will not (and will cause its End-Users not to) perform any upload or transmission, or take any other action, with the intention or recklessness to harm, impair or disable the Cloud Services or Service Environment. Scriptel will not be responsible for any harm caused by End-Users, including individuals who are not authorized to have access to the Cloud Services but who are able to gain such access because usernames, passwords or accounts were not terminated on a timely basis in User's local identity management infrastructure or User's local computers. User will be responsible for all activities that occur under User's and End-Users' usernames, passwords or accounts or that result from User's or End-Users' access to the Cloud Services. User will provide written notice to Scriptel immediately after any unauthorized use of the Cloud Services.
- 6.2** User will not use, or permit use of, the Cloud Services by any means (including, without limitation, by uploading, emailing, posting, publishing or otherwise transmitting any material, including User Content or Third Party Content) for any purpose that may: (a) constitute an infringement of intellectual property or other proprietary rights; or (b) otherwise violate any applicable laws, ordinances or regulations. In addition to any other rights afforded to Scriptel under this Agreement, Scriptel reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Scriptel will have no liability to User arising from any such action taken by Scriptel. User will have sole responsibility for the use, accuracy, quality, integrity, legality, reliability and appropriateness of all User Content.
- 6.3** User will accept all Updates generally released by Scriptel and as may be described in the Documentation. Except for emergency or security-related maintenance activities, User will cooperate with Scriptel for scheduling any Update implementation based on Scriptel's next available standard maintenance window.

## 7. FEES AND TAXES

- 7.1** Any fees payable to Scriptel pursuant to Transaction Terms will be due within thirty (30) days from the invoice date or due date specified in the Transaction Terms, whichever comes first. Once placed, an order associated with Transaction Terms is non-cancelable, and the sums paid are nonrefundable, except as provided in this Agreement or the Transaction Terms. User will pay any sales, value-added or other similar taxes imposed by applicable law that Scriptel must pay based on any fees charged for Software or Cloud Services, except for taxes based on Scriptel's income. Also, User will reimburse Scriptel for reasonable out of pocket expenses related to providing any professional services. Any fees for Software and Cloud Services listed in the Transaction Terms do not include taxes or expenses.
- 7.2** User acknowledges that Scriptel may send multiple invoices to User for Software or Cloud Services rendered under different sets of Transaction Terms. Scriptel may send the invoices



electronically to the email address of User specified in the applicable Transaction Terms for invoicing. Scriptel will not be required to mail invoices in paper form.

- 7.3** User acknowledges that, as consideration for assuming any payment obligations provided in the Transaction Terms, User has not relied on the continued availability of any Cloud Services after the applicable Service Period set forth in the Transaction Terms.

## 8. TERM AND TERMINATION

- 8.1** The term of this Agreement will begin on the Effective Date and will continue for as long as User possesses any copy or portion of the Software or uses any Cloud Services; provided, however, that such term may be terminated earlier in accordance with this Section 8.
- 8.2** User will have the right to terminate this Agreement by destroying all copies of the Software, terminating all use of the Cloud Services and providing Scriptel with a written notice, certifying the completion of such steps. User's termination under this Section will not give User the right to any refund for any fees paid by User under this Agreement.
- 8.3** Regarding any Software or Cloud Services that Scriptel has offered or provided at no charge, whether on a trial basis or otherwise, Scriptel will have the right to permanently terminate all of the rights in this Agreement with respect to such Software or Cloud Services (as applicable) at any time, with or without cause.
- 8.4** Scriptel will provide the Cloud Services for the Service Period, if any, specified in the Transaction Terms, unless earlier suspended or terminated in accordance with this Agreement or the Transaction Terms. If specified in the Transaction Terms, certain Cloud Services will Auto Renew for additional Service Periods unless: (a) User provides Scriptel with written notice no later than sixty (60) days prior to the end of the applicable Service Period of User's intention not to renew such Cloud Services; or (b) Scriptel provides User with written notice no later than sixty (60) days prior to the end of the applicable Service Period of its intention not to renew such Cloud Services.
- 8.5** If User fails to make any payment for Cloud Services when due according to the Transaction Terms, Scriptel will have the right to immediately suspend and disable the Cloud Services. Scriptel may notify User of any such suspension, stating the amount of the payment required to resume the Cloud Services. Scriptel's suspension right under this Section will not waive Scriptel's right to terminate this Agreement or the Transaction Terms in accordance with Section 8.6 below.
- 8.6** If either Party breaches a term of this Agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching Party will be in default, and the non-breaching Party may terminate the Transaction Terms under which the breach occurred or this entire Agreement. If Scriptel terminates the Transaction Terms or this Agreement according to such procedure, User will pay within thirty (30) days, all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Software and Cloud Services ordered under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching Party may agree, in its sole discretion, to extend the thirty day period for so long as the breaching Party continues reasonable efforts to cure the breach. While User is in default under this Agreement, User may not use the Software or Cloud Services, and the right set forth in Section 3.1 of this Agreement will be suspended.
- 8.7** Scriptel may temporarily suspend an End-User password, End-User Account, and access to or use of the Cloud Services if User or an End-User violates any provision within Section 3, 6, 7, 9, 10, 14, 16 or 18 of this Agreement, or if in Scriptel's reasonable judgment, the Cloud Services or any component thereof, are about to suffer a significant threat to security or





- functionality. In the case of such a threat: (a) Scriptel will provide advance notice to User of any such suspension in Scriptel's reasonable discretion based on the nature of the circumstances giving rise to the suspension; and (b) Scriptel will use reasonable efforts to re-establish the affected Cloud Services promptly after Scriptel determines, in its reasonable discretion, that the threat giving rise to the suspension has been cured. From the start of any suspension period under this Section through the termination of this Agreement, Scriptel will use reasonable efforts to provide User with, or make available to User, the User Content as existing in the Service Environment on the date of suspension. If any of the foregoing causes of suspension is not cured within thirty (30) days after the suspension starts, Scriptel may terminate the Cloud Services under the Transaction Terms or this Agreement entirely. Any suspension or termination by Scriptel under this Section will not excuse User from User's payment obligations under this Agreement.
- 8.8** Upon the termination of this Agreement, User will destroy all copies of the Software and will no longer have rights to access or use Software (whether on a standalone basis or as installed on Hardware), Cloud Services or Cloud Service Environment. Upon the termination of this Agreement, Scriptel will have the right to permanently delete, render inaccessible or securely archive any User Content that remains in the Cloud Service Environment. For clarity, Scriptel will have the right, but not the obligation, to archive, store or otherwise retain any User Content after the termination of this Agreement, subject to Scriptel's confidentiality obligations under Section 9 below.
- 8.9** The restrictions, prohibitions and obligations under Sections 3, 6, 10 and 16 (and Scriptel's rights under such Sections) will survive the termination or expiration of this Agreement. The rights and obligations under the following provisions will survive the termination or expiration of this Agreement: Sections 4.2, 5, 7, 8.8, 11 through 13, and 18 through 22. In addition, the rights and obligations under Section 9 of this Agreement will survive the termination or expiration of this Agreement, subject to the limitations provided in Section 9.3 of this Agreement.

## 9. CONFIDENTIALITY

- 9.1** The Parties acknowledge that either Party ("Discloser") might disclose confidential information to the other Party ("Recipient") in connection with this Agreement. The term "Confidential Information," as used in this Agreement, will mean: (a) Anonymized Information, Software (including, without limitation, all source code therein), Documentation, Cloud Services, Analysis Data and Cloud Service Environment owned by or licensed to Scriptel; and (b) the User Content residing in the Cloud Service Environment, including any Personally-Identifiable Information within such User Content, all of the foregoing excluding: (i) any and all Scriptel Open Code and Permitted Derivatives; and (ii) any and all information which: (x) is or becomes generally available to the public through no act of Recipient; or (y) is required to be disclosed by governmental regulation or court order, provided that Recipient will provide Discloser with sufficient advance written notice to allow Discloser to seek a protective order or to contest any such court order.
- 9.2** Recipient will: (a) hold and maintain in confidence, all Confidential Information received from Discloser; (b) not disclose to any third party, the Confidential Information received from Discloser; and (c) not use the Confidential Information received from Discloser for any purpose not related to or permitted by this Agreement; provided, however, that Recipient may disclose Confidential Information to those employees, agents or subcontractors who are contractually required in writing to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement.



- 9.3** The rights and obligations under this Section 9 will terminate upon the expiration of three (3) years after the Effective Date; provided, however, that, upon the termination of this Agreement, Scriptel will have the right to immediately delete or otherwise destroy any and all of User's Confidential Information and User Content that resides within the Cloud Service Environment to the extent permitted by applicable law.

## 10. DATA SECURITY AND REGULATIONS

- 10.1** The Documentation applicable to the Transaction Terms may define the administrative, physical, technical and other safeguards applied to the User Content residing in the Cloud Service Environment. User acknowledges that such safeguards might be ineffective or impaired depending upon the severity of any cyberattacks, hacks, viruses or other malicious events. User will be responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from the User Content or misuse or unauthorized use of any End-User Account, including any viruses, Trojan horses, worms, cyberattacks, hacks or programming routines contained in the User Content that could: (a) limit or harm the functionality of a computer, tablet or other Internet access device; or (b) damage, intercept or expropriate data.
- 10.2** Scriptel and User acknowledge the possibility that the User Content might include Personally-Identifiable Information. Scriptel and User will comply with their respective obligations as mandated by the applicable state and federal laws pertaining to cybersecurity or the protection of personal data.
- 10.3** User will remain solely responsible for User's regulatory compliance in connection with User's use of the Cloud Services. User will provide Scriptel with written notice of any technical requirements that result from User's regulatory obligations prior to entering into the Transaction Terms. Scriptel will cooperate with User's efforts to determine whether use of the standard Cloud Services offering is consistent with those requirements. Additional fees may apply to any professional Cloud Services necessary to accommodate such requirements.
- 10.4** In the event that either Party discovers an incident involving any access or misuse of any Personally-Identifiable Information of the User Content by an unauthorized party while such Personally-Identifiable Information is being processed or stored by Scriptel, such Party ("Discovering Party") will provide the other Party with written notice of any such event. The Discovering Party will provide such notice promptly and in no case later than ten (10) business days after learning about any such event. The Discovering Party will include in such notice, a description of the circumstances and facts related to such event. The Parties will cooperate to investigate such event to effectuate the Parties' separate or collective responsibilities under the applicable laws.

## 11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 11.1** In the event that Scriptel charges User any fees for Software, Scriptel warrants that such Software will conform in all material respects with the Documentation. The period of such warranty will begin on the delivery date of such Software and end upon the expiration of ninety (90) days thereafter. If User claims a breach of such warranty, User must promptly provide a written notice to Scriptel within such period. Such notice must describe the deficiency in detail, including, as applicable, the service request number notifying Scriptel of the deficiency. For any breach of warranty specified in such notice, User's sole and exclusive remedy, and Scriptel's entire liability, will be one of the following if Scriptel is able to repeat



- and ascertain the deficiency: (a) correction of the deficiency in such Software; or (b) refund of the fees paid by User for the deficient Software. Scriptel may elect, in its sole discretion, whether to provide the foregoing remedy (a) or (b). If Scriptel is unable to repeat and ascertain the deficiency, Scriptel will have no obligation under this Section with respect to the alleged deficient Software.
- 11.2** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCRIPTEL AND ITS SUPPLIERS PROVIDE THE SOFTWARE, CLOUD SERVICES AND DOCUMENTATION "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR PERFORMANCE, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF SECURITY. SCRIPTEL DOES NOT WARRANT OR GUARANTEE THAT: (A) THE SOFTWARE WILL BE ERROR-FREE OR WITHOUT DEFECTS OR VIRUSES; (B) THE CLOUD SERVICES WILL BE PERFORMED ERROR-FREE, UNINTERRUPTED OR WITHOUT SECURITY VULNERABILITIES; (C) SCRIPTEL WILL CORRECT ANY CLOUD SERVICE ERRORS OR DEFECTS WITH THE SOFTWARE, (D) THE CLOUD SERVICES OR SOFTWARE WILL OPERATE IN COMBINATION WITH ANY HARDWARE, OTHER SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY SCRIPTEL; OR (E) THE CLOUD SERVICES OR SOFTWARE WILL SATISFY USER OR MEET USER'S EXPECTATIONS. USER ACKNOWLEDGES THAT SCRIPTEL DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE CLOUD SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SCRIPTEL WILL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. SCRIPTEL WILL NOT BE RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE CLOUD SERVICES THAT ARISE FROM USER CONTENT, USER'S SOFTWARE OR THIRD PARTY TECHNOLOGY.
- 11.3** SCRIPTEL DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, SOFTWARE PROVIDED BY USER OR ANY THIRD PARTY, OR THE PERMITTED DERIVATIVES. USER DISCLAIMS ALL WARRANTIES AND LIABILITIES ARISING FROM OR RELATED TO SUCH THIRD PARTY CONTENT, SOFTWARE AND PERMITTED DERIVATIVES.
- 11.4** TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES EXPRESSLY STATED IN SECTION 11.1 OF THIS AGREEMENT ARE EXCLUSIVE, AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE FOR CLOUD SERVICES, SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS.

## 12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SCRIPTEL NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA OR DATA USE, OR ANY DAMAGES OR LOSS ARISING FROM BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR CLOUD SERVICES, EVEN IF SCRIPTEL OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SCRIPTEL'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE, THE CLOUD SERVICES, THE TRANSACTION TERMS OR ANY ORDER RELATED TO THIS



AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO SCRIPTEL FOR THE SOFTWARE AND CLOUD SERVICES UNDER THE APPLICABLE ORDER THAT IS THE SUBJECT OF THE CLAIM, PROVIDED THAT SUCH TOTAL AMOUNT WILL BE LIMITED TO THE FEES PAID BY USER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY USER FROM SCRIPTEL UNDER SUCH ORDER.

### 13. INDEMNIFICATION

User will, at all times during and after the term of this Agreement, defend, indemnify and hold harmless, Scriptel and its parents, subsidiaries, affiliates, stockholders, managers, directors, officers, employees, agents, beneficiaries, assignees, successors in interest, and any third party that provides products or services to, or receives products or services from, Scriptel (collectively, "Scriptel Group") from and against any and all losses, claims, lawsuits, proceedings, expenses, recoveries and damages, including reasonable legal expenses, costs and attorneys' fees, arising out of: (a) a third party's claim of infringement of such third party's intellectual property rights based on the use of any information, design, specification, instruction, software, service, data, hardware or material furnished by User to Scriptel for purposes of this Agreement; (b) a third party's claim arising from the User's actual or alleged failure to comply with the applicable laws; or (c) a third party's claim resulting from User's breach of any of its representations, warranties or obligations provided in this Agreement. The indemnification obligations under this Section will begin upon Scriptel Group's initial discovery of the claim. Any time after such discovery (before or after a court judgment), Scriptel Group may invoice User for reimbursement amounts owed under this Section, and User will pay such amounts within thirty (30) days after receiving such invoice.

### 14. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND CLOUD SERVICES

- 14.1** The Cloud Services may enable User to link to, transmit User Content to, or otherwise access, other web sites, content, products, services, and information of third parties. Scriptel does not control, and will not be responsible for, such web sites or any such content, products, services or information accessible from or provided through the Cloud Services. User will bear all risks associated with access to and use of such web sites, third party content, products, services and information.
- 14.2** Any Third Party Content made accessible by Scriptel in or through the Cloud Service Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and User acknowledges that Scriptel will not be responsible for, and will be under no obligation to control, monitor or correct, any Third Party Content; provided, however, that Scriptel reserves the right to take remedial action if any such content violates applicable restrictions under Section 3 or 6 of this Agreement. Such remedial action may include, without limitation, the removal of, or disablement of access to, such content.
- 14.3** User acknowledges that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the term of this Agreement; and (b) features of the Cloud Services that interoperate with services of third parties (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Cloud Services. Scriptel may update, change or modify the Cloud Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Cloud Services, as determined by



Scriptel in its sole discretion, Scriptel may cease providing access to the affected Third Party Content or Third Party Service without any liability to Scriptel. Any changes to Third Party Content, Third Party Service or APIs, including their availability or unavailability, during the term of this Agreement will not affect User's obligations under this Agreement or the Transaction Terms, and User will not be entitled to any refund, credit or other compensation due to any such changes.

- 14.4** Any Third Party Content that User stores in the Cloud Service Environment will count towards any storage or other allotments applicable to the Cloud Services that User ordered.

## 15. CLOUD SERVICES TOOLS

Scriptel may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Cloud Services and to help resolve User service requests. The Tools will not collect or store any of the User Content residing in the Cloud Service Environment, except as necessary to provide the Cloud Services or troubleshoot service requests or other problems in the Cloud Services. Information collected by the Tools (excluding User Content) may also be used to assist in managing Scriptel's product and service portfolio, to help Scriptel address deficiencies in its product and service offerings, and for license and Cloud Services management.

## 16. EXPORT

The export laws and regulations of the United States and any other relevant local export laws and regulations will apply to the Software and Cloud Services. Such export laws will govern User's use of the Software and Cloud Services (including technical data) and any Cloud Services deliverables provided under this Agreement. User will comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). User will not, directly or indirectly, export any Software or export any data, information, software programs or materials resulting from Cloud Services (or direct product thereof) in violation of these laws. User will not use any data, information, software programs or materials resulting from Cloud Services (or direct product thereof) for any purpose prohibited by these laws including, without limitation, nuclear, chemical or biological weapons proliferation, or the development of missile technology.

## 17. FORCE MAJEURE

Scriptel will not be responsible for a breach of this Agreement directly caused by any failure or delay of performance if caused by: an act of war, hostility, or sabotage; an act of God; a pandemic; an electrical, internet or telecommunication outage that is not caused by Scriptel; government restrictions (including the denial or cancelation of any export, import or other license); or another event outside the reasonable control of Scriptel. Scriptel will use reasonable efforts to mitigate the effects of any such event.

## 18. ASSIGNMENT

User will not assign any rights or delegate any obligations under this Agreement without the prior written consent of Scriptel. Any attempted assignment in violation of this Agreement will be void. For avoidance of doubt, User's distribution to a third party of Software, a product containing Software, Hardware loaded with Software, or Permitted Derivatives, will not be deemed an assignment or transfer of any of User's rights or obligations under this Agreement. Scriptel may assign all or any part of its rights under this Agreement without User's consent to any subsidiary, affiliate, successor in interest or other party through contractual assignment, merger, acquisition or otherwise. This Agreement will be binding upon the heirs, successors, legal representatives and permitted successors or permitted assigns of the Parties.





## 19. NOTICE

- 19.1** All notices under this Agreement will be in writing and may be given by personal delivery, nationally recognized courier service, mail, e-mail, facsimile or any other commercially reasonable method to User's address as provided in the Transaction Terms or to Scriptel's address as provided below in this Section. Notices will be deemed to have been received upon the earlier of the following: (a) actual receipt; (b) delivery, if delivered personally or by a national recognized courier service; (c) one business day after being deposited with a nationally recognized courier service for delivery within 24 hours; (d) three business days after being deposited in U.S. mail, by registered or certified mail, return receipt requested and postage prepaid; (e) five business days after being deposited in the U.S. mail for general delivery with postage prepaid; (f) facsimile machine notification that such notice sent by facsimile was successfully delivered; or (g) a manual, non-automated e-mail reply by the recipient of such notice.
- 19.2** Scriptel's address for notice purposes will be as follows: Scriptel Corporation, 2178 Dividend Drive, Columbus, Ohio 43228, Email: [legal@scriptel.com](mailto:legal@scriptel.com) or any change in such address as Scriptel may post on its website ([scriptel.com](http://scriptel.com)) or otherwise provide to User from time to time.

## 20. DISPUTE RESOLUTION

### 20.1 Definitions.

For the purposes of this Section 20:

"Action" means any proceeding in a court of law in connection with, under, or in relation to this Agreement or any Dispute, including, without limitation, any lawsuit, appeal of court decision, appellate process and post-judgment proceeding. "Affiliate" means, with respect to a Party: (a) any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, and the term, "control," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of such entity; and (b) the beneficiaries, assignees and successors in interest of such Party and such entity. "Dispute" means any dispute, controversy or claim in connection with, under, relating to or arising out of: (a) this Agreement, its interpretation, or the breach, termination, applicability or validity of this Agreement; (b) the Software, Cloud Services, Documentation, Permitted Derivatives or use thereof; or (c) any other dispute arising out of or relating to the relationship between the Parties. "Legal Costs" means all fees, expenses and costs, including, without limitation, all court costs, all reasonable attorney fees, all expert witness fees, all accountant fees, and all debt collection fees and costs for debt claims unrelated to personal, family or household debt.

### 20.2 Governing Law; Jurisdiction; Venue.

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict of laws principles. The Parties hereby irrevocably agree and consent that: (a) the state and federal courts located within Franklin County, Ohio will have the sole and exclusive jurisdiction over any and all Actions; and (b) the venue for any and all Actions will be in Franklin County, Ohio. The Parties hereby waive all claims of immunity from such jurisdiction and venue. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

### 20.3 WAIVER OF RIGHT TO JURY TRIAL.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY



IN ANY AND ALL ACTIONS. THIS WAIVER WILL BE IRREVOCABLE AND PERPETUAL. EACH PARTY UNDERSTANDS AND ACKNOWLEDGES THAT: (A) IN THE ABSENCE OF THIS SECTION, SUCH PARTY WOULD HAVE HAD A RIGHT TO LITIGATE ACTIONS THROUGH A JURY TRIAL; AND (B) THIS WAIVER IS A SUBSTANTIVE TERM BARGAINED BY THE PARTIES AS CONSIDERATION FOR ENTERING INTO THIS AGREEMENT.

**20.4 Legal Costs Awarded to Prevailing Party.**

In the event any Action occurs, the prevailing Party shall have the right to recover from the non-prevailing Party, all Legal Costs incurred by the prevailing Party in connection with such Action, including, without limitation, all Legal Costs related to activities occurring before and after the Action is filed or instituted in a court of law, including mediation activities, lawsuit preparation and other pre-lawsuit activities, lawsuit and litigation activities, post-lawsuit activities, and all settlement and negotiation activities. The non-prevailing Party hereby agrees and consents that the court shall award such Legal Costs to the prevailing Party. Without limiting the factors for evaluating whether a Party ("Evaluated Party") has prevailed against the other Party ("Other Party"), the Evaluated Party shall be deemed the prevailing Party in an Action if: (a) the Other Party initiated the Action, and the court dismissed at least the complaint portion of the Action; (b) the court dismissed the Action against the Other Party, whether based on the Other Party's voluntary action, the Evaluated Party's action or the court's compulsion; (c) the Other Party agreed to pay a monetary remedy to the Evaluated Party pursuant to a settlement agreement or consent decree entered into by the Parties after the Action was initiated; or (d) if, pursuant to a court judgment, the Evaluated Party received a monetary remedy that is greater than the monetary remedy (if any) received by the Other Party.

**20.5 Affiliates.**

The waivers, consents, covenants and other terms and conditions of this Section 20 shall apply to, and be binding upon, the Affiliates of the Parties. To the extent that any Action involves or relates to any Affiliate of either Party, such Party shall cause such Affiliate to: (a) agree to, and be bound by, the terms and conditions of this Section 20; and (b) sign any confirmations, certifications or other instruments to affirm such agreement of such Affiliate.

## 21. MISCELLANEOUS

**21.1** The access to Software, Cloud Services or other service offerings, programs or products as described in one set of Transaction Terms constitutes an offer that is separate from any other set of Transaction Terms. User understands that User may order Software, Cloud Services or other service offerings, programs or products independently of any other Transaction Terms. User's obligation to pay under any Transaction Terms is not contingent on performance of any other service offerings or delivery of programs or products under another set of Transaction Terms.

**21.2** Notwithstanding Section 20 or anything else in this Agreement to the contrary, in the event of a breach or threatened breach of Section 3, 5, 6 or 9 of this Agreement by User, User acknowledges that Scriptel's remedies at law would be inadequate and that Scriptel would suffer continuing and irreparable injury to its businesses and opportunities, and therefore, in the event of any such violation or threatened violation, Scriptel will be entitled, in addition to any other remedies available, to seek a temporary restraining order and other injunctive relief in a court of law without any requirement to prove actual damages or to post a bond, and Scriptel will be entitled to any other appropriate equitable relief that the court deems proper.



- 21.3** Upon the reasonable request of Scriptel, User will execute any additional certificates, instruments or other documents that may be reasonably necessary to fully implement this Agreement.
- 21.4** User will obtain, at User's sole expense, any rights or consents from third parties necessary for the User Content and Third Party Content, as well as any other vendor's products or services provided by User that User uses with the Software or Cloud Services, including such rights and consents as necessary for Scriptel to perform the Cloud Services under this Agreement.
- 21.5** User will provide Scriptel with all information, access and full good faith cooperation reasonably necessary to enable Scriptel to provide the Cloud Services, and User will perform any actions described in the Transaction Terms as User responsibilities.
- 21.6** In the performance of this Agreement, the Parties will at all times act as, and be deemed to be, independent contractors. Scriptel will not be considered an employee, joint venturer, agent or partner of User. Neither Party will be authorized to assume or create any obligations or responsibilities, express or implied, on behalf of, or in the name of, the other Party. No third party beneficiary relationships are created by this Agreement.
- 21.7** If any term of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, or becomes invalid or unenforceable by operation of law, the remainder of this Agreement will continue in full force and effect, and such term will be replaced with another term consistent with the purpose and intent of this Agreement.
- 21.8** Scriptel's delay or failure in enforcing any right or remedy afforded under this Agreement or by law will not prejudice or operate to waive that right or remedy or any other available right or remedy.
- 21.9** This Agreement and the information incorporated into this Agreement by written reference (including, without limitation, each set of Transaction Terms), is the complete agreement for the Software and Cloud Services and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding the Software or Cloud Services.
- 21.10** The terms of this Agreement and the Transaction Terms will supersede the terms in any purchase order, procurement internet portal, or other similar non-Scriptel document, and no terms included in any such purchase order, portal or other non-Scriptel document will apply to the Software or Cloud Services. In the event of any conflict between the Transaction Terms and the terms set forth in the sections of this Agreement, the Transaction Terms will control unless expressly stated otherwise in the Transaction Terms.

## 22. AMENDMENT

- 22.1** This Agreement and the Transaction Terms may not be modified or amended, and the rights, obligations and restrictions may not be altered or waived except in a writing signed by authorized representatives of User and Scriptel, through mutual consent evidenced by email exchange between User and Scriptel, or through mutual consent conducted online through one or more webpages or online click-to-accept interfaces presented by Scriptel.
- 22.2** Scriptel may update the version of this Agreement from time to time. To request the version of this Agreement in effect as of the Effective Date, User may contact Scriptel at the notice address set forth above.

