

IMAGEFREEWAY'S IMAGEFREEWAY PLATFORM LICENSE AGREEMENT

June 14, 2021

This Software License Services Agreement (the “**Agreement**”) is a legal agreement between you (“You”, “Your”, or “Customer”) and Imagefreeway, Inc., a Georgia corporation with its principal place of business located at 3326 Poplar Springs Frk, Flowery Branch, GA 30542 (“Imagefreeway”). If you are acting as an individual, “You”, “Your”, or “Customer” will mean that You agree to be bound by these terms; otherwise, “You”, “Your”, or “Customer” means the business or other entity for which you are obtaining the Licensed Product and the organization or entity that will be granted the rights and abide by the restrictions of the Agreement.

These terms govern the use and access to the Imagefreeway eForms program and the Imagefreeway eForms and Document Management site (collectively the DMS and eForms service). If You do not agree to these terms and conditions, do not continue to use, open, or access the Imagefreeway site.

This Agreement is specific to Imagefreeway. This does not provide any license rights or service rights for any other Services. DMS and eForms is meant to be an electronic signature platform and document management service.

Imagefreeway licenses DMS and eForms with a monthly fee. Your right to use the services is generally set forth in this Agreement.

If You are agreeing to this Agreement either on behalf of Yourself or a company or other legal entity, you represent that you have the authority to bind such entity. You must also be at least eighteen (18) years old to agree to these Terms. If You do not have such authority, are not at least eighteen (18), or if You do not agree with these Terms, you may not use the Services. If You or your organization are subject to the GDPR, You also accept our Data Processing Agreement, a copy of which can be obtained by contacting Imagefreeway at sales@imagefreeway.com.

This Agreement is specific to Imagefreeway DMS and eForms, hereafter in this agreement referred to as “the Licensed Product” or “the Services” or “Imagefreeway’s eForms” or “Imagefreeway” or “Services”.

Imagefreeway’s eForms provides You a e-signature platform to electronically sign documents.

Carefully read all the terms and conditions of this Agreement prior to using the Licensed Product (as that term is defined below). This Agreement between You and Imagefreeway sets forth the terms and conditions of Your use of the Licensed Product. For the purposes of this Agreement, the effective date of this Agreement shall be the earlier date upon which You click the “YES” button below or accessing the site

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

BY CLICKING THE “YES” BUTTON, YOU ARE ACCEPTING ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “NO” BUTTON AND DO NOT DOWNLOAD, ACCESS, INSTALL, OR OTHERWISE USE THE LICENSED PRODUCT.

AT IMAGEFREEWAY’S SOLE DISCRETION, IMAGEFREEWAY MAY MODIFY OR CHANGE THE SITE TERMS AT ANY TIME. SUCH CHANGES COULD REFLECT THE CHANGE IN THE PRODUCT, UPDATES, FEATURES, A CHANGE IN LAW, OR IF IMAGEFREEWAY BECOMES AWARE OF ADDITIONAL INFORMATION. YOU ACKNOWLEDGE AND AGREE YOU WILL REVIEW THE SITE ON A REGULAR BASIS. IF YOU CONTINUE TO USE THE SIGNING PLATFORM OR ACCESS THE SITE AFTER NEW TERMS ARE POSTED, YOU ARE BOUND BY SUCH NEW TERMS AND CONDITIONS.

IF AFTER READING THIS AGREEMENT YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT IMAGEFREEWAY VIA EMAIL AT SALES@IMAGEFREEWAY.COM OR BY TELEPHONE AT (770) 772-4515.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties to this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. The Basics

This Agreement contains the entire understanding of Imagefreeway and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. This Agreement does not operate as an acceptance of any conflicting terms and conditions and shall prevail over any conflicting provisions set forth in any Customer purchase order or any other instruments. By accessing the site, utilizing the eForms platform or clicking the “YES” button below, Customer acknowledges that it has reviewed the

terms and conditions of this Agreement and all terms incorporated by reference, and agrees to be legally bound thereby.

In addition, when using the Services, you shall be subject to any posted guidelines, rules, or terms applicable to such Services, which may be posted from time to time and are subject to change. All such guidelines, rules, or terms (including without limitation the Imagefreeway Data Policy, Imagefreeway Privacy Policy, Imagefreeway Cookie Policy, and Imagefreeway Terms of Service) are hereby incorporated by reference into this Agreement. Imagefreeway may choose to offer other products or services that are governed by additional terms and conditions.

Imagefreeway reserves the right, at its sole discretion, to modify, discontinue, or terminate the Services or to modify this Agreement at any time. These Terms can be viewed at any time at <https://www.imagefreeway.com/terms-of-use/>. If we modify these Terms, we will provide You with notice of the modification. By continuing to access or use the Services after we have given notice of a modification to the Terms, You agree to be bound by the modified Terms. If the modified Terms are not acceptable to You, You agree to immediately stop using the Services.

2. Definitions

2.1 Documentation means the softcopy documentation provided by Imagefreeway with the Licensed Program(s), such as softcopy user manuals and online help.

2.2 Licensed Product means, collectively, the Licensed Program(s) and Documentation.

2.3 Licensed Program(s) means Imagefreeway's DMS and eForms as well as any updates or new versions of the same that may be delivered or made available by Imagefreeway to Customer during the term of this license.

2.4 "Personal Data" means any information relating to an identified or identifiable natural person ("**Data Subject**"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person and/or any data considered "personal data" and/or "personally identifiable information" by any data protection or privacy law or regulation.

2.5 User means (1) any individual who has been supplied with or obtained an account to access and use the Services on behalf of your organization, or (2) any individual who has been supplied with or obtained an account to access and use the Services on their own behalf. Users may include but are not limited to your employees, consultants, customers, contractors and agents, and third parties with whom You transact business. Anyone who can send documents for signatures or make customizations to any document sent for signature is considered a User

2.6 End User means any individual who has access to the Service for any purpose including but not limited to signing/viewing/reviewing/downloading documents that were sent to them or shared with them by a User. End Users may include but are not limited to your employees, consultants, customers, contractors and agents, and third parties with whom You transact business. End Users do not have an account on the Service.

2.7 Vendor(s) means the third parties that furnish Imagefreeway with portions of the Licensed Program(s). Certain Vendor software is licensed to be used in conjunction with the Licensed Program(s) and not for any other use.

3. **Ability to Accept This Agreement.** If You are agreeing to this Agreement either on behalf of Yourself or a company or other legal entity, You represent that You have the authority to bind such entity. You must also be at least eighteen (18) years old to agree to these Terms. If You do not have such authority, are not at least eighteen, or if You do not agree with these Terms, You may not use the Services. If You or your organization are subject to the GDPR, You also accept our Data Processing Agreement. Imagefreeway reserves the right to request proof of age at any stage so that we can verify compliance with this paragraph. If it comes to our knowledge that a person breaches this paragraph, we may prohibit and block such user from accessing and/or using the Services. You may not access and use the Services if You are a competitor of Imagefreeway.

4. **Service Fee, Prices, and Payment**

4.1 The service fee (“Service Fee”) is the aggregate of the monthly fees for the Services selected by Customer. Fees must be paid monthly to continue to possess, use, or access Imagefreeway as a User.

4.2 All payments under this Agreement shall be made in United States dollars. Charges will be based on the specific plan chosen by the Customer.

4.3 If You do not pay any monthly Service Fee covering a given period, Your account will be terminated.

4.4 Payment Terms. The payments made to Imagefreeway shall be made on a recurring basis, and shall be charged in accordance with Your plan. All billing cycles are renewed automatically. Fees for the current cycle are based on the prevailing rate on the first date of such cycle according to the service selected.

4.5 All Fees are stated, and shall be paid, in U.S. Dollars, are non-refundable, and are exclusive of all taxes, levies, or duties, which are Your responsibility.

4.6 Withholding Taxes. If You are located in a jurisdiction which requires You to deduct or withhold taxes or other amounts from any amounts due to us, You must notify us in writing. In such a case, we reserve the right to assess the withheld amount or to increase the gross amount of the applicable payment so that, after the deduction or withholding for taxes, the net amount paid to us will not be less than the amount we would have received without the required deduction or withholding. The available payment methods and the required payment schedule are set forth in the Order Form.

4.7 Payment Processing. You agree to promptly notify us of any changes to Your billing information. In case You pay with a credit card, You hereby authorize us to charge Your credit card on a recurring basis for all applicable fees and to store Your credit card information on our servers and/or on third-party payment processing providers’ servers.

4.8 If You are invoiced, all amounts are payable within 30 days of receiving an invoice. Your payment may be processed through a third-party payment processing service, and additional terms may apply to such payments. We currently engage a third party for online payment processing services, and in addition to these Terms, You agree that such third-party terms and conditions shall apply to Your online payments of the Fees. We reserve the right to use other third-party payment processing services for such purposes in the future.

5. **Use and Access rights**

5.1 Subject to: (1) the terms and conditions of this Agreement, (2) continuous payment of the monthly Service Fee each User can use the Imagefreeway service to e-sign documents and to send documents for signature.

5.2 You are fully responsible for any Data you send. You are responsible for using competent professionals who understand the security risks associated with both the Data and this Platform.

6. Restrictions

6.1 Customer acknowledges and agrees that there are additional limitations on accessing the Services.

(a) Customer must ensure that each individual who sends documents or sends anything through Imagefreeway will have a User License.**(b)** Customer shall not provide any access to 3rd parties except as valid End Users or Users.**(c)** Imagefreeway will, in its sole discretion, make the final determination as to the number of Users that will need to have license and that Customer must obtain in order to provide adequate User Licenses for Customer's personnel and authorized subcontractors. Usage will be determined by peak usage.**(d)** Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, will not reverse engineer the Services or any piece of technology or product that is incorporated into or links to the Services.**(e)** Customer acknowledges and agrees that a breach of Section 6 is a material breach of the Agreement that will result in termination of the Agreement and all Customer licensed rights.

6.2 You may not, and shall not, allow any individual or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, display, transmit, broadcast, transfer, or distribute any portion of the Service or the Sites to any unlicensed third party, including, but not limited to, your affiliates.

6.3 You may not allow any individual, entity, or third party to circumvent, disable, or otherwise interfere with security- related features of the Sites or Service or features.

6.4 You will ensure no individual, entity, or third party affects the security features, decompiles or disassembles, decrypts, or attempts to derive the source code of the Service or Sites, or any components thereof.

6.5 You will ensure no individual, entity, or third party copies, modifies, translates, patches, improves, alters, changes, or creates any derivative works of the Service or Sites, or any part thereof.

6.6 You will ensure no Users use any robot, spider, scraper, or other automated means to access or monitor the Service or Sites for any purpose.

6.7 You will ensure no individual, entity, or third party takes any action that imposes or may impose (at Imagefreeway's sole discretion) an unreasonable or disproportionately large load on the Imagefreeway infrastructure or infrastructure which supports the Sites or Service.

6.8 You will ensure no individual, entity, or third party interferes or attempts to interfere with the integrity or proper working of the Service or Sites, or any related activities.

6.9 You will ensure no individual, entity, or third party uses any Imagefreeway trademarks without our prior written consent.

6.10 You will ensure no individual, entity, or third party uses the Service or Sites to develop a competing service or product.

6.11 You will ensure no individual, entity, or third party uses the Service or Sites in any unlawful manner, for any harmful, irresponsible, or inappropriate purpose, or in breach of these Terms or any terms and conditions of any third- party product or service.

6.12 You will ensure each User has the proper licenses to use the mobile application, to include, but not limited to, Apple or Android licenses. Customer acknowledges and agrees that this license does not give any right to use any other mobile service, to include, but not limited to, Android, Google, Microsoft, IOS, or any license for any specific device.

6.13 Imagefreeway reserves all rights to the Services not specifically granted herein.

7. User Name/Password/other credentials

You must ensure that all individuals who can access the Services keep their User IDs, passwords, other credentials for Imagefreeway strictly confidential and do not share any such information with any unauthorized person. In the event You become aware of any unauthorized use, You are solely responsible for notifying Imagefreeway. You are solely liable for the security of Your User Name and Password.

Customer shall not allow more than one person to access a single account through any means including but not limited to shared credentials or shared permissions.

Account Registration. You will need to register for an account for the Imagefreeway Service in order to place orders or access or the Service. Any registration information that You provide to us must be accurate, current, and complete. You must also update Your information so that we may send notices, statements, and other information to You by email or through Your account. You are responsible for all actions taken through your accounts.

8. Security. Customer acknowledges and agrees that use of the Imagefreeway Service necessarily involves the transmission and storage of data over networks and hardware devices that are not owned, operated, or controlled by Imagefreeway. Imagefreeway is not responsible for any intercepted, lost, altered, stolen, or otherwise modified data that is transmitted or stored across such networks. By using the products, You accept all risks and agree Imagefreeway will not have any liability for damages or equitable relief in any way.

9. Data

9.1 License. While using the Service, Users and End Users may transmit or store certain content, data, or information to the Service, such as documents, numbers, statistics, figures, representations, text, and information processed through the Service, or submissions made through the support for the Service (“Data”). The devices used for such submission and the methods of transmission are outside of Imagefreeway’s control, and Imagefreeway holds no liability in any form. Imagefreeway has no liability in any form for any Data you share through the Service.

9.2 You must ensure that at all times Your use and storage are compliant with federal, state, and local laws and regulations. You represent and warrant that (1) You have obtained all of the necessary rights, releases, and permissions to provide any and all of Your Data to Imagefreeway and (2) Your data was transferred with informed consent in such a way that does not violate any law or regulation or the rights of any third party. Imagefreeway assumes no responsibility or liability for any of Your data, and You shall be solely responsible for the consequences or results of using, disclosing, storing, or transmitting it.

9.3 Responsibility. You represent and warrant that You have obtained the rights to all of the rights, including intellectual property rights, subsisting in the Data submitted by You, and You have the right to provide the Data and the license granted in these Terms to use such Data as stated in this Agreement. You further agree as soon as you become away of any unauthorized

use or loss of information, You will notify Imagefreeway. You agree that Imagefreeway will not have any liability or owe any damages from your failure to comply with this clause.

9.4 Security. Imagefreeway agrees, during the Term, to implement reasonable security measures to protect Data and will, at a minimum, utilize industry standard security procedures. However, because of the nature of the Service, which combines public and private information that is conveyed over the public internet on devices outside of Imagefreeway's control, then to the maximum extent permitted by law: (i) Imagefreeway shall not be held liable for any damage caused as a result of Your use of the Service, its unavailability, or any error or faults in the Service and (ii) You alone shall be responsible and liable for the maintenance and backup of all Your Data and (iii) You will be responsible for any usage or breach of any Data rule, regulation, or restriction, to include but not limited to any GDPR restriction.

9.5 Sensitive Data That Cannot Be Submitted. Customer acknowledges and agrees that Customer will not submit to Imagefreeway (1) any personal identifiable information, (2) any patient, medical, or other health information or protected health information that is regulated by any law or regulation, (3) any other data that is protected by any law or regulation, or (4) any data that creates any liability or damages for Imagefreeway. Imagefreeway, at its sole discretion, can delete data or files at any time.

10. Misuse of the Services. You agree not to misuse the Imagefreeway services ("Services") or help anyone else to do so. For example, you must not even try to do any of the following in connection with the Services:

(a) probe, scan, or test the vulnerability of any system or network;(b) breach or otherwise circumvent any security or authentication measures;(c) access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services You have not been invited to;(d) interfere with or disrupt any user, host, or network, for example by sending a virus to, overloading, flooding, spamming, or mail-bombing any part of the Services;(e) access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, by "scraping" or creating accounts in bulk);(f) send unsolicited communications, promotions, advertisements, or spam;(g) send altered, deceptive, or false source-identifying information, including by "spoofing" or "phishing";(h) promote or advertise products or services other than your own without appropriate authorization;(i) circumvent storage space limits;(j) upload anything or any data with or relating to children;(k) upload anything or any data with or relating to medical information;(l) sell the Services unless specifically authorized to do so;(m) publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;(n) advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;(o) harass or abuse Imagefreeway personnel or representatives or agents performing services on behalf of Imagefreeway;(p) violate the law in any way, including by storing, publishing, or sharing material that is fraudulent, defamatory, or misleading; or(q) violate the privacy or infringe the rights of others.(r) You acknowledge and agree Imagefreeway can remove Your content at any time at its sole discretion.

11. Additional Licenses

11.1 You may need to obtain additional licenses to connect to the Imagefreeway Services through a programmatic API.

11.2 Customer agrees that all access and use of the Service shall happen only with duly licensed systems including hardware and software. Customer agrees that in the event of any third-party claim about any third-party licenses, Imagefreeway will have no liability to the Customer in any form. Customer further agrees that Customer will fully indemnify Imagefreeway in the event the third party files any claim regarding any Customer use of a third-party product in connection with the Service without Customer obtaining proper licenses.

12. License Grant

12.1 For the term of this Agreement, Imagefreeway hereby grants to Customer a limited, non-exclusive, non-transferable license to the Licensed Product solely for the purpose of Users sending documents via a signing plan. For the avoidance of doubt, Customer agrees that the Licensed Product is licensed and not sold. All use of the Licensed Program(s) by Customer shall be made solely in accordance with the Documentation.

12.2 Customer acknowledges and agrees that each User shall be required to have a named-user license and such named-user licenses are not transferrable.

12.3 Customer acknowledges and agrees that the Licensed Product may contain open source components that are subject to the terms of open source licenses. A list of such open source components, and links to their licenses, are listed in Appendix A. This list can be changed or updated without notice. Imagefreeway provides these internet links for Customer's convenience only and makes no representation or warranty of any kind with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's incorporation of the open source components into Customer's products and that Imagefreeway shall have no liability whatsoever under any circumstances.

12.4 Imagefreeway reserves all rights to the Licensed Product not specifically granted herein.

13. Community License

13.1 Imagefreeway will provide a free version of the Licensed Product ("Community License") however, the Community License is subject to the following restrictions.

(a) Customer acknowledges and agree the Community License only allows a User to send or edit an aggregate of ten documents per month. **(b)** Customer acknowledges and agree the Community License only allow a corporation can only have one User per organization. **(c)** Customer acknowledges and agree the Community License only allows a User to have up to ten templates stored in the Licensed Program.

13.2 Customer acknowledges and agree that if Customer exceeds the number of sent documents, the allowed number of Users, or the number of templates than Customer will upgrade to the paid version of the Licensed Product.

14. Title: No title to or ownership in the Licensed Product or Services is transferred to Customer. Title to and all applicable rights in patents, copyrights, trademarks, and trade secrets in the Licensed Product or Services shall remain in Imagefreeway or third parties from whom Imagefreeway has obtained rights to license the Licensed Product. The Licensed Product provided hereunder, including

the ideas, concepts, know-how, and technology contained therein, is proprietary and confidential to Imagefreeway and its Vendors and contains trade secrets of Imagefreeway and its Vendors. Customer agrees to be bound by and observe the proprietary, confidential, and trade secret nature thereof as herein provided. Customer agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Licensed Product to fulfill its obligations hereunder. Except as may be permitted in writing by Imagefreeway, Customer shall not provide, or otherwise make available, the Licensed Product or copies thereof to any third party.

15. Term and Termination

The license rights granted under this Agreement shall be for a period commencing at payment of the license subscription fee or ineligibility for the Community License.

15.1 The license will continue until either (i) the subscription expires, or (ii) the subscription license terminates.

15.2 Evaluation use shall be for less than thirty (30) days. All data created under an evaluation account shall be deleted when the evaluation ends or when 30 days have passed since the account was created.

15.3 Imagefreeway shall have the right to terminate Customer's license if Customer fails to pay any required license fee(s) or otherwise fails to comply with the license terms and conditions set forth herein. In the event that Customer's failure to comply with the license terms and conditions is not payment-related or a material breach of the Agreement, Imagefreeway shall give written notice to Customer of such default, and if such default has not been remedied within thirty (30) days after such notice, the license granted hereunder shall terminate. Specific termination timelines are as follows:

15.3.a.1 In the event Customer fails to renew the subscription, then all licensed rights granted under this Agreement will immediately terminate, and Imagefreeway shall not be required to give any written notice of such termination. All data stored under the account will be deleted.**15.3.a.2** In the event that Customer has failed to pay any required fee(s), whether an initial license fee or fee for additional licenses or any other services, Imagefreeway shall give written notice to Customer of such default, and if such default has not been remedied in full within five (5) days of such notice, all licenses granted hereunder are hereby automatically revoked without further notice and all data stored under the account will be deleted.**15.3.a.3** Once any licenses are revoked for failure to pay license fees, all use of the Licensed Product, shall be strictly prohibited. Imagefreeway shall not be required to give any written notice in the event that Customer's material breach of this Agreement results in the immediate termination of the license granted under this Agreement.**15.3.a.4** Accounts that are inactive for more than 6 months may be scheduled for automatic deletion for security reasons. It is your responsibility to cancel any automatic subscription renewals if you no longer use the service.

15.4 Customer agrees that, upon expiration of the license term or upon termination for any reason, Customer shall immediately cease access and use of the Services.

15.5 In the event of termination or expiration, it is your obligation to transfer, back up, or otherwise maintain your data. You acknowledge that you should take all necessary precautions to avoid any loss of data that might result when the Licensed Product can no

longer be used, accessed, or properly licensed. Imagefreeway will not be liable for loss of data following the termination or expiration of this Agreement.

15.6 Sections 14, 15, 16, 17, and 18 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

16. Warranty

16.1 THE SERVICES PROVIDED TO CUSTOMER HEREUNDER ARE PROVIDED TO YOU "AS-IS" AND WITHOUT ANY WARRANTY OR INDEMNIFICATION OF ANY KIND. ACCORDINGLY, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL REMAIN SOLELY LIABLE FOR ANY CLAIMS THAT MAY ARISE FROM CUSTOMER'S USE OF THE SERVICES, REGARDLESS OF WHETHER SUCH CLAIMS ARISE ALONE OR IN CONNECTION WITH ANY OTHER PRODUCTS PROVIDED BY IMAGEFREEWAY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IMAGEFREEWAY SHALL HAVE NO LIABILITY TO CUSTOMER WHATSOEVER UNDER ANY CIRCUMSTANCES RELATED TO THE SERVICES.

IMAGEFREEWAY DOES NOT WARRANT THAT THE SERVICE OR ACCESS TO AND USE OF THE SITES OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.

16.2 IMAGEFREEWAY OFFERS NO WARRANTY REGARDING THE RELIABILITY OF THE PERFORMANCE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTY: (I) THAT THE SERVICE, INCLUDING ANY ANTI-VIRUS OR ANTI-SPAM FEATURES, WILL DETECT, BLOCK, OR PREVENT ALL VIRUSES, SPAM, OR OTHER HARMFUL OR UNWANTED CODE OR INTRUSIONS; AND (II) REGARDING THE BACKUP OR STORAGE OF CUSTOMER DATA ON OR BY THE SERVICE.; AND (III) THAT THE SERVICES WILL BE WITHOUT DISRUPTION OR OUTAGES. FROM TIME TO TIME, IMAGEFREEWAY MAY NEED TO TAKE SERVICES OFFLINE FOR MAINTENANCE AND SUPPORT.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND WHICH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. Indemnification. Imagefreeway provides the Services and access to the Licensed Products to Customer without any indemnification of any kind. Imagefreeway does not provide any copyright indemnification, patent indemnification, trademark indemnification, data privacy indemnification, or other trade secret indemnification. Accordingly, Customer hereby assumes all risks and liabilities that may arise from Customer's use of the Services. Moreover, in addition to any other limitation of liability set forth in these terms of use, You expressly agree that in no event shall Imagefreeway or its officers, directors, employees, contractors, affiliates, or agents be liable to You or any third party for the following:

17.1 Any direct, indirect, punitive, incidental, special, or consequential damages or any damages incurred by You, however caused and under any theory of liability. This shall include, but is not limited to, lost profits (directly or indirectly), loss of data, loss of files, loss of goodwill or business reputation, or other intangible loss;

17.2 Any loss or damage that may be incurred by You, or arising from an outage, or arising out of or in any way connected with the use or performance of the Services; the delay in using or inability to use the Services; the provision of or failure to provide services; any information, documents, and publications obtained through the Website; or any loss or damage otherwise arising out of the use of the Services;

17.3 Any loss or damage arising out of unauthorized access to or alteration of Your transmissions of data and of any material or data sent or received or not sent or received; and

17.4 Any loss or damage arising out of any inaccuracies in the translation of information, documents, and publications or for any misunderstandings resulting from differences in language usage, dialect, or particular regional usage in such translations.

17.5 We have no liability for any loss, damage, or misappropriation of Your data, files, or information under any circumstances or for any consequences related to changes, restrictions, suspensions, or terminations of the Agreement.

17.6 The limitations on Imagefreeway's liability in Section 16 apply even if Customer has been advised of or should have been aware of the possibility that such losses or damages could arise.

18. Use of Services and Limitation of Liability

18.1 The Services are tools that are not intended to replace the professional skills and judgment of Customer and its employees, agents, and consultants. Customer alone shall be responsible for the accuracy and adequacy of information and data furnished for processing and any use made by Customer of the output of the Services or any reliance thereon by Customer or users of Customer products.

18.2 Customer shall also be responsible for the continued operation and maintenance of the computer equipment and the third-party software used with the Services. For these reasons, Customer agrees to be solely responsible for the design, repair, and configuration of Customer's equipment, machinery, systems, and/or products. Customer assumes all risks and liability for results obtained by the use of and/or implementation of the designs developed by Customer that are in any way influenced by the use of the Services or the provision of services, whether such designs are used singly or in combination with other designs or products. Customer shall protect, indemnify, hold harmless, and defend Imagefreeway of and from any loss, cost, damage, or expense, including attorneys' fees, arising from any claim asserted against Imagefreeway that is in any way associated with the matters set forth in this Section 17.

18.3 Without limitation of Section 17.1 or 17.2 above, Customer acknowledges and agrees that Imagefreeway assumes no liabilities and has no liability whatsoever under any circumstances for any claim relating to the subject matter of this Agreement, regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Imagefreeway. The Parties agree that if there is any liability for Imagefreeway, it will be limited to \$1.00 USD.

19. Export: Customer acknowledges that the Licensed Product may be subject to export controls. Customer agrees that any Licensed Product and Licensed Assemblies licensed hereunder will not be accessed or exported (or re-exported from the country of use), directly or indirectly, separately or as part of a system, without Customer, at its own cost, first obtaining all necessary licenses from the United States Department of Commerce and any other appropriate agency of the United States

Government as may be required by law. Customer acknowledges that it shall be solely responsible for determining the extent of any such licenses required, and for any costs associated with complying with the requirements of this Section 19. You may not access, download, use, or export the Licensed Product in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws, restrictions, and regulations of any United States or applicable agency or authority, and to not directly or indirectly provide or otherwise make available any Licensed Product in violation of any such restrictions, laws, or regulations, including, without limitation, laws, restrictions, or regulations pertaining to the development, design, manufacture, or production of nuclear, chemical, or biological weapons or missile technology. Neither the Licensed Product Imagefreeway provides nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, into any country subject to U.S. trade sanctions, (Supplement Number 1 to Part 740, Export Administration Regulations, Country Group E:1), to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions. By agreeing to these Terms of Use, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

20. Government Contracting: If the Licensed Product is used in connection with providing goods and/or services to the United States government or other government contracting or subcontracting services, Customer shall ensure that no government agency or entity shall acquire any rights of any nature in the Services. Notwithstanding the foregoing, Customer may assign government Users and End Users during the term of the subscription license.

21. Taxes: The License Fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of all national, state, regional, local, municipal, or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customs duties, and registration fees now in force or enacted in the future, and all such taxes and fees, except taxes based on Imagefreeway's net worth, capital, or net income, shall be paid directly by the Customer, or if paid by Imagefreeway, Customer will reimburse Imagefreeway.

22. Notice. Any notice or other communication given hereunder shall be in writing. Notices shall be considered delivered and effective upon receipt when sent by U.S. Mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice to the other, may change any name or address to which future notices shall be sent. All Imagefreeway notices can be delivered to Attn: General Counsel, 2501 Aerial Center Parkway, Suite 200, Morrisville, North Carolina 27560.

23. Assignment. Customer may not assign any of its obligations, rights, or remedies hereunder, and any such attempted assignment shall be null and void.

24. Waiver. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the complete understanding between the parties with respect to the subject matter herein and supersedes all proposals and all previous negotiations and agreements, written or oral, express or implied, between the parties with respect to the subject matter herein. This Agreement may not be waived, altered, amended, or modified except in writing, directly referencing the Agreement, and signed by authorized representatives of both parties.

- 25. Relationships Between the Parties.** It is expressly agreed that the parties are acting hereunder as independent contractors. Under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose.
- 26. General.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 27. Emailing the Customer.** Customer acknowledges and agrees that Imagefreeway shall have the right, but no obligation, to provide communication to the Customer in multiple forms, to include email, without a violation of any email regulation or law, to include but not limited to CAN-SPAM. Customer may opt out of marketing emails by contacting sales@Imagefreeway.com.
- 28. Logos.** Imagefreeway shall have the right, but no obligation, to use Customer's name and Customer's commonly-known logo in a list of some or all of Imagefreeway's other licensees. Such list will only identify Customer by name and/or logo, but will not make any statement about the relationship between Imagefreeway and Customer without Customer's permission. Imagefreeway will remove Customer's name and/or logo from any such list upon sixty (60) days' written notice from Customer.
- 29. Equitable Remedies.** The obligations of Customer under this agreement are of a special and unique character which gives them a particular value to Imagefreeway and its third-party vendors for which neither Imagefreeway nor its third-party vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Imagefreeway and its third-party vendors shall, in addition to other remedies which may be available, each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.

30. Governing Law and Jurisdiction

30.1 This Agreement shall be governed by the substantive laws of the state of North Carolina without regard to any conflict of law provisions. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods or by the Uniform Commercial Code, the application of which is expressly excluded. The parties agree that sole jurisdiction and venue for any dispute relating to the Agreement shall be in a federal or state court in Wake County, North Carolina.

30.2 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three (3), with one (1) arbitrator being named by each party and the third arbitrator being chosen by the other two (2) arbitrators. The place of arbitration shall be Raleigh, North Carolina, and the laws of North Carolina shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

30.3 This Agreement shall be binding on You by Your clicking on the "YES" button below, accessing Imagefreeway, accessing any part of the Service, or viewing any Imagefreeway document. If the parties hereto execute this Agreement in writing by an exchange of faxed signed copies hereof, it shall be binding by such exchange of signed copies. In the event of such an exchange, this Agreement shall become binding on both parties and shall constitute admissible evidence of the existence and binding effect of this Agreement.

The terms and conditions of this Agreement apply to any and all Vendor software included with or imbedded in the Licensed Program(s).

IF YOU DO NOT AGREE WITH THE ABOVE TERMS AND CONDITIONS, DO NOT USE, ACCESS DOWNLOAD OR INSTALL THE LICENSED PRODUCT.

YES I agree to be bound by the terms and conditions of this License Agreement.

NO I decline to be bound by the terms and conditions of this License Agreement.

Appendix A

Customer acknowledges and agrees that the Licensed Program contains certain features that may contain third-party software. A list of all third-party software is provided below. Imagefreeway provides the accompanying internet links for Customer's convenience only and makes no representation or warranty of any kind with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's incorporation of the third-party software into Customer products and that Imagefreeway shall have no liability whatsoever under any circumstances.

Customer hereby acknowledges and agrees that the Licensed Programs contain certain features that (i) are licensed from third parties and are subject to additional terms or third-party licenses or (ii) allow Customer to implement or interface with third-party products that are subject to separate agreements. Customer further acknowledges that the list of such features may change as newer versions of the Licensed Programs are released by Imagefreeway. Customer is required to obtain all third-party licenses.

All internet links are provided by Imagefreeway for Customer's convenience only, and Imagefreeway makes no representation or warranty of any kind with regard thereto.

Imagefreeway shall have no liability whatsoever for, nor provide any indemnification to, Customer under any circumstances for any claims that may arise against Customer related to Customer's use of such third-party software.

Imagefreeway Third-Party Software

Product name	Project Website
Portable Bouncy castle	https://github.com/bcgит/bc-csharp
Wangkanai Browser detection	https://github.com/wangkanai/Detection
Moq	https://github.com/moq/moq4
Mime Kit	https://github.com/jstedfast/MimeKit

Mail Kit	https://github.com/jstedfast/MailKit
Identity Server 4	https://github.com/IdentityServer/IdentityServer4
Quartz	https://www.quartz-scheduler.net/https://github.com/quartz-scheduler/quartz
Portal-vue	https://github.com/LinusBorg/portal-vue
MessagePack	https://github.com/neuecc/MessagePack-CSharp
AutoMapper	https://github.com/AutoMapper/AutoMapper
vue-infinite-loading	https://github.com/PeachScript/vue-infinite-loading
simple-spellchecker	https://github.com/jfmdev/simple-spellchecker
date-and-time	https://github.com/knowledgecode/date-and-time
signature_pad	https://www.npmjs.com/package/signature_pad
vue cropper js	https://www.npmjs.com/package/vue-cropperjs
moment	https://www.npmjs.com/package/moment
moment-timezone	https://www.npmjs.com/package/moment-timezone