

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement is an agreement between Investor Services Company of America, Inc., a North Carolina corporation (“ISCOA”) and Customer (the “Agreement”). This Agreement consists of the below terms and conditions, the SLAs (defined below) applicable to the Service (defined below), and the pricing and payment terms made available relating to the Service. The Service also may contain other posted notices or codes of conduct at www.iscoa.com, which are incorporated by reference into this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. BY SUBSCRIBING TO AND/OR USING ANY OF THE SERVICE, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY MODIFICATIONS MADE TO IT FROM TIME TO TIME. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, IT MAY NOT SUBSCRIBE TO OR USE THE SERVICE.

PLEASE NOTE that you may not access the Service if you are a direct competitor of ISCOA, except with ISCOA’s prior written consent. In addition, you may not access the Service for purposes of monitoring the Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. DEFINITIONS

“Add-on Service” means additional functionality or services that may be Ordered by Users of the Service for an additional subscription fee or charge.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

“Agreement” means this Master Subscription Agreement.

“Content” means all data, including all text or image files, and software that are provided to ISCOA by, or on behalf of, Customer, its Users and associated account Users through their use of the Service, whether through the EB5 Suite or otherwise.

“Customer” means the entity that has entered into this Agreement. If an individual enters this Agreement on behalf of a company or other legal entity, such individual represents that he or she has the authority to bind such entity to this Agreement.

“Documentation” means ISCOA online user guides, documentation, and help and training materials, as updated from time to time, accessible via help.iscoa.com or via login to the applicable Service.

“ISCOA” means Investor Services Company of America or its Affiliates.

"License" means the rights granted by ISCOA to Customer to copy, install, use, access, display, run and/or otherwise interact with the Service and/or Client Software for, as applicable, for Customer’s internal business purposes.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order" means an order for Services. An Order may include multiple Subscriptions to Services.

“Services” means ISCOA CRM Online services (including pre-release services and Add-on Services) and software, including any updates, upgrades, support, and content (e.g., audio and visual information, documents) contained or made available to Customer by ISCOA in the course of using the Service. ISCOA may change the Services at any time and for any reason without notice.

"SLAs" means service level agreements representing commitments ISCOA makes with regard to the Services. SLAs can be accessed at www.iscoa.com.

"Subscription" means the part of the Order identifying the specific Services being ordered and may include the User quantity, ship-to address, or other information.

"Term" means the duration of a Subscription.

“Users” means individuals within Customer’s organization who have the right to use the Services, as dictated by the number of User Licenses purchased by Customer.

“User licenses” refers to the named permitted licenses that Customer has purchased under its Subscription for Services.

2. LICENSE GRANT – WHAT CUSTOMER IS LICENSED TO USE

2.1 General. ISCOA grants Customer a License to the Services ordered by Customer, subject to Customer’s obligation to pay and any rights and limitations described in this Agreement. This License is non-exclusive, non-perpetual, and is not transferable. The ability to use Services may be affected by minimum system requirements or other factors. ISCOA reserves all rights not expressly granted.

2.2 Authorized Users. Only those individuals who Customer designates as authorized Users may use and access the Services. Only Users who have administrator privileges may add additional authorized Users to the Services up to and including the total number of User Licenses permitted during the Subscription period. User Licenses cannot be shared or used by more than one individual authorized User. However, a User who has administrator privileges may delete an authorized User from the Services and add a new authorized User to the Services to replace the former authorized User.

2.3 External Users. Customer does not need to purchase additional Users accounts for external users who access the Services without using any of the software. “External users” means users that are not Customer, or its employees, Affiliates, contractors or agents.

2.4 Limitations on use. Customer shall not copy, download, reverse engineer, decompile or disassemble the Services, except where applicable law permits it despite this

limitation. Customer shall not rent, lease, lend, resell, or host to or for third parties any Services, or any aspect of any Services.

2.5 Font Components. While using the Services, Customer may use its fonts to display and print content. Customer may only: (i) embed fonts in content as permitted by the embedding restrictions in the fonts; and (ii) temporarily download them to a printer or other output device to print content.

2.6 Free Trial. If Customer registers for a free trial or demonstration, ISCOA will make all or part of the Services available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period, or (b) the start date of any Subscription for such Services. Additional trial terms and conditions may appear on the trial registration web page at www.iscoa.com. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA ENTERED INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING A FREE TRIAL WILL BE PERMANENTLY LOST UNLESS A SUBSCRIPTION TO THE SAME SERVICES IS PURCHASED, OR EXPORT IS MADE OF SUCH DATA BEFORE THE END OF THE TRIAL PERIOD.

NOTWITHSTANDING SECTION 12 OF THIS AGREEMENT, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

Customers should review the entire User Guide during the trial period so that they become familiar with the features and functions of the Services before making a purchase.

3. ORDERING, PRICING, PAYMENTS, RENEWALS AND TAXES

3.1 Ordering. Customer shall place an Order for each Subscription for a Service via any means made available by ISCOA for such Ordering. Any Services added to a Subscription will expire at the end of the Term. Each Subscription shall be for a defined Term (e.g., 30 days or 12 months). Customer may place Orders for its Affiliates under this Agreement and grant its Affiliates administrative rights to manage the Services. Affiliates may not place Orders under this Agreement. To the extent Customer grants any rights to Affiliates, such Affiliates shall be bound by the terms and conditions of this Agreement. Customer agrees that it is jointly and severally liable for any Services purchased for or other actions taken by any of its Affiliates or any third party to which it provides rights under this Agreement. Customer Orders are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by ISCOA regarding future functionality or features.

3.2 Subscription Fees. “Subscription Fee” means the monthly amount Customer is required to pay for the Subscription to the Service. Customer may be required to

pay the Subscription Fee in advance, in arrears or both, and ISCOA may require Customer to provide ISCOA with valid and updated credit card information for billing purposes, and if so required, Customer hereby authorizes ISCOA to charge such credit card for all Subscription Fees. ISCOA may charge Customer at one time for more than one billing period. Subscription Fees are available via the Order or other means made available by ISCOA. Payments are due and must be paid in accordance with the Order. Price level changes are not retroactive. Prices for each price level are fixed at the time the Subscription is first placed and apply throughout the Term. Subscription Fees are subject to change at the beginning of any Subscription renewal. Subscription Fees are not based on usage of the Services.

3.3 Renewal. Unless the offer specifically states otherwise, Customer's Subscription will automatically renew at the expiration of the Term.

3.4 New agreement. Prior to placing new Orders, renewing any Subscriptions, or further use of the Services, and upon notice, ISCOA may require that Customer enter into an updated agreement to govern Orders, renewal Subscriptions, or usage from that date forward.

3.5 Taxes and other Incidental Charges. The prices and rate plans do not include any taxes, phone and Internet access charges, mobile text messaging, wireless service and other data transmissions, unless stated otherwise. Customer is responsible for all such incidental charges and any taxes and it is legally obligated to pay including, but not limited to, paying ISCOA any applicable value added, sales or use taxes or like taxes that are permitted to be collected from Customer by ISCOA under applicable law. If any taxes are required by law to be withheld on payments made by Customer to ISCOA, Customer may deduct such taxes from the amount owed ISCOA and pay them to the appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver to ISCOA an official receipt for any such taxes withheld or other documents necessary to enable ISCOA to claim a Foreign Tax Credit. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law.

3.6 Refunds. All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law.

3.7 Late Payments. Except to the extent prohibited by law, ISCOA may assess a late charge if Customer does not pay on time, regardless of any disputes Customer may have raised about its bill. Customer must pay these late charges as and when billed by ISCOA. The late charge will be the lesser of 1.5% of the unpaid amount each month or the maximum rate that is permitted by law. ISCOA may use a third party to collect past due amounts. Customer must pay for all reasonable costs incurred by ISCOA to collect any past due amounts. These costs may include reasonable attorneys' fees and other legal fees and costs. ISCOA may suspend or cancel the Service if Customer does not pay in full and on time.

4. TERM AND TERMINATION

4.1 Termination by ISCOA. ISCOA may cancel or suspend Customer's use of the Service or a portion thereof at any time if Customer violates the terms of this Agreement, if ISCOA believes that Customer's use of the Service represents a direct or indirect threat to its network function or integrity or anyone else's use of the Service, or if ISCOA is otherwise required by law to do so. Upon notification by ISCOA of any such cancellation or suspension, Customer's right to use the Service will stop immediately. Cancellation or suspension of the Service for Customer's violation of the terms of this Agreement will not change Customer's obligation to pay any Subscription fees due for the applicable Term. ISCOA may also cancel or suspend Customer's use of the Service for convenience at any time during the Term. Cancellation or suspension for convenience will only be effective upon a 3-month notification by ISCOA. All Customer Subscriptions shall terminate on the same date.

4.2 Termination by Customer. Customer may terminate a Subscription at any time during its Term. A termination will be effective at the end of the monthly Subscription cycle during which customer terminates the Subscription or reduces the number of User Licenses. Customer must pay for the period prior to the termination effective date.

If Customer terminates a one year Subscription within 30 days of the date on which the Subscription became effective or was renewed, customer must pay for the initial 30 days of the Subscription. No payments will be due for the remainder of the Subscription. If customer terminates a Subscription or reduces the number of User Licenses at any other time during the Term, Customer must pay 25% of the Subscription fee otherwise due for the remainder of the one year Term.

If Customer Orders the Service under a special promotional offer that includes a rebate and Customer later cancels its Subscription before the end of the Term stipulated in the special promotional offer, then Customer will be required to repay the full rebate for every User License that was canceled under the Subscription.

4.3 Effect of termination. Upon termination or cancellation of the Services by either party for any reason, ISCOA may delete Customer's Content permanently from its servers. Notwithstanding the foregoing, ISCOA may keep Customer's Content for a period of 90 days or more before it is deleted from ISCOA's servers. Customer is solely responsible for taking the necessary steps to back up its Content and ensure that it maintains its primary means of business.

4.4 Waiver of rights and obligations. To the extent necessary to implement the termination of this Agreement, each party waives any right and obligation under any applicable law or regulation to request or obtain intervention of the courts to terminate this Agreement.

4.5 No liability for deletion of Content. Customer acknowledges that, other than as expressly described in these terms, ISCOA will have no obligation to continue to hold, export or return Customer's Content. Customer acknowledges that ISCOA will have no liability whatsoever for deletion of Content pursuant to these terms.

5. PRIVACY

5.1 Personal data. Personal data collected through the Service may be transferred, stored and processed in the United States or any other country in which ISCOA or its service providers maintain facilities. This includes any personal data Customer collects using the Service. By using the Service, Customer consents to transfer of personal data outside of Customer's country. Customer also agrees to obtain sufficient authorization from persons providing personal data to Customer, to:

- transfer that data to ISCOA and its agents, and
- permit its transfer, storage and processing.

See the Service's privacy statement for more information about how ISCOA may collect and use Customer information. The privacy statement is available at: www.iscoa.com ("Privacy Statement").

5.2 Our Use of Customer Data and Third Party Requests. Customer acknowledges and consents to the interconnectivity of Customer data and Content fields within the Service with approved Add-On Service providers.

ISCOA will not disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as above, as Customer directs, or unless required by law. Should a third party contact ISCOA with a demand for customer data, ISCOA will attempt to redirect the third party to request it directly from Customer. As part of that referral, ISCOA may provide Customer's basic contact information to the third party. If compelled to disclose customer data to a third party, ISCOA will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited. Customer is responsible for responding to requests by a third party regarding Customer's use of the Service, such as a request to take down content under the Digital Millennium Copyright Act.

6. USE RIGHTS AND LIMITATIONS

6.1 SLAs. ISCOA will comply with the then-current SLA in place relating to the Services, as set forth at: www.iscoa.com.

6.2 Customer's Use. In using the Service,

Customer will:

- comply with all laws;

- comply with any codes of conduct or other notices provided by ISCOA;
- comply with the ISCOA Anti-spam Policy;
- keep its password secret; and
- promptly notify ISCOA if it learns of a security breach or unauthorized access related to the Service.

Customer may not:

- use the Service in any way that harms ISCOA or its Affiliates, resellers, distributors and/or vendors (collectively, the “ISCOA parties”), or any customer of a ISCOA party or the Service or other Users;
- engage in, facilitate, or further unlawful conduct;
- damage, disable, overburden or impair the Service (or the networks connected to the Service) or interfere with anyone’s use and enjoyment of the Service;
- resell or redistribute the Service, or any part of the Service, unless Customer has a contract with ISCOA that permits it to do so;
- use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages (“spam”);
- use any unauthorized automated process or service to access and/or use the Service (such as a BOT, a spider, periodic caching of information stored by ISCOA or “meta-searching”), however, periodic automated access to the Service for report creation or scheduling is permitted;
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service or work around any of the technical limitations in the Service;
- provide Content to or through the Services, or to ISCOA, that Customer does not have permission to so provide;
- use the Service to store or transmit Malicious Code;
- modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Service or in any technology, or system used by ISCOA in connection with providing the Service, except and only to the extent that applicable law expressly permits Customer to do so despite this limitation;
- create Internet "links" to the Service or "frame" or "mirror" any content of the Service to give the impression that Customer is offering all of the functionality of the Service as its service located on its own servers;

- build a product or service using similar ideas, features, functions or graphics of the Service;
- copy any ideas, features, functions or graphics of the Service.

Customer grants ISCOA a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services.

Customer will defend ISCOA against any claim, demand, suit or proceeding made or brought against ISCOA by a third party alleging that any Customer data or Content infringes or misappropriates such third party's intellectual property rights or violates applicable law, including but not limited to privacy laws (a "Claim"). Customer will also indemnify ISCOA from any damages, attorney fees and costs finally awarded against ISCOA as a result of, or for any amounts paid by ISCOA under a court-approved settlement of a Claim.

6.3 Limits on Service. ISCOA may establish limits on the Service. For example, it may limit the number of days the Service will retain any content that ISCOA, Customer or its Users provide, the number and size of email messages that Customer may send or receive through the Service, the maximum storage space on ISCOA's servers available to Customer, the number of Service accounts to which Customer may subscribe, how long ISCOA retains an inactive Service account (one where Customer does not sign in to the Service for an extended period of time); the number of transactions Customer can conduct through the Service, and the number of asynchronous transactions that can be executed with an organization

6.4 Use of Other ISCOA Services. Customer may need to use certain ISCOA websites or services to access and use the Services. If so, the terms of use associated with those websites or services, as applicable, apply to Customer's use of them.

6.5 Third Party Services. ISCOA may make services from third parties (including entities that may be affiliated with ISCOA) available to Customer through the Service. These third party services are the responsibility of the third party, not ISCOA; even if ISCOA invoices for convenience on a third party's behalf. The third party service providers may require Customer to accept additional terms and conditions and/or pay a fee in order to use their services. Those additional terms and conditions are between Customer and the third party. Any third party's use of information Customer provides as part of using their service is subject to the privacy statements and practices of that third party and/or their suppliers. ISCOA encourages Customer to review the privacy statement of these third party providers. ISCOA is not responsible for the privacy statements or privacy practices of these third party providers or their suppliers. ISCOA makes no representations or warranties and is not responsible for any third party deliverable to Customer.

6.6 Third Party Software. Customer is solely responsible for any third party software used with the Services. ISCOA is not a party to and is not bound by any terms governing Customer's use of any third party software, Customer acknowledges that it will direct and control the use of such software with the Service. ISCOA will not run or make any copies of third party software licensed by the Customer except to support Customer's use of the Service. Customer may not install or use the third party software in any way that would subject ISCOA's intellectual property or technology to obligations beyond those included in the Agreement. ISCOA does not, and will not have any obligation to, provide technical or other support for any third party software. ISCOA does not make any representation or guaranty that any third party software will operate successfully with the Service or continue performing after an update, upgrade, services patch, support, fix or platform migration has been made to the Service.

The Services include the use of a Citrix ShareFile license, which is a pass-through license from Citrix Systems, Inc. License information is available at: <https://www.citrix.com/products/sharefile/how-it-works/licensing.html>

7. CUSTOMER CONTENT

7.1 Links to third-party Web sites. The Service may contain links to third-party websites. These third-party websites are not under ISCOA's control. If ISCOA has included these links in the Service, it provides them as a convenience only. The inclusion of these links is not an endorsement by ISCOA of any third-party website, service or product. ISCOA reserves the right to disable links to any third-party website that Customer posts on the Service. ISCOA makes no representations or warranties and is not responsible for any third party deliverable to Customer.

7.2 ISCOA will not own any Content. ISCOA performs regular backups of Content for the purpose of recovery in the event of a failure in ISCOA's data centers. However, notwithstanding the foregoing, Customer is solely responsible for maintaining and backing up any Content that it uses with the Service. Customer, not ISCOA, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. ISCOA shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that Customer uses with the Service.

8. ASSOCIATED ACCOUNTS

Only Customer may use its Service account. However, ISCOA may allow Customer to setup additional member accounts that are dependent on Customer's account (an "associated account"). ISCOA may limit associated accounts. Customer is responsible for all activity under its Service account, associated accounts and passwords. Customer is

solely responsible for monitoring usage of its Service account and for any use or misuse of its Service account or the Service resulting from any associated account or any third party using any password or user name selected by or issued to Customer. If Customer is the authorized User of an associated account, then the person or entity that gave Customer access to the Service (the account holder) has full control over Customer's associated account. This control includes the right to end the Service, close or alter Customer's associated account at any time, and, in some cases, request and receive machine and Service usage information related to Customer's associated account.

9. PRE-RELEASE SERVICE

If the version of the Service that is Licensed to Customer is a pre-release or early access version, including its user interface, features and documentation ("Beta Version"), then it may not work the way a final version of the feature or Service will. ISCOA reserves the right to not release a commercial version of, or to change, any Beta Version of the Service at any time without notice to Customer. Any such Beta Version is confidential and proprietary to ISCOA and its suppliers. For five years after Customer subscribes to the Beta Version of the Service or the subsequent commercial version of the Service, whichever is first, Customer agrees not to disclose any Beta Version to third parties or to use any Beta Version other than for its internal purposes in connection with Customer's use of the Service. Customer's duty to protect the confidentiality of any Beta Version survives this Agreement.

Pre-release services are provided "as-is," "with all faults" and "as available." You bear the risk of using pre-release services. To the maximum extent permitted by law, the ISCOA parties give no express warranties, guarantees or conditions. You may have additional rights under your local laws that this Agreement cannot change. To the extent permitted by law, we exclude any implied warranties or conditions including those of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement and satisfactory quality.

10. TRIAL PERIOD OFFERS

You may receive a trial period offer for the Service. Your use of the Service during a trial period is subject to the terms of this Agreement. At the end of the trial period, if you do not subscribe to the Service, ISCOA will consider the Service terminated pursuant to Section 4.3 of this Agreement.

11. CONFIDENTIALITY

ISCOA and Customer shall treat the terms and conditions of this Agreement as confidential and shall not disclose them to any third party except in the furtherance of the parties' business relationship with each other. Customer is expressly prohibited from discussing the availability, performance, security or functionality of the Services, or any issues or problems associated therewith.

12. WARRANTIES

12.1 Limited warranty. ISCOA warrants that the Services will conform substantially to the description of them contained in the applicable ISCOA user documentation. This limited warranty is subject to the following limitations:

- this limited warranty applies only during the Term, including any renewals ("Warranty Period");
- any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last only during the Warranty Period;
- this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this Agreement, or resulting from events beyond ISCOA's reasonable control;
- this limited warranty does not apply to problems caused by the failure to meet minimum system requirements;
- this limited warranty does not cover any miscalculation or misstatement of dates and other calendar items, by the Service or as a result of any data input into the Service; and
- this limited warranty does not apply to downtime or other interruption in access to the Services, or any other performance metrics that are addressed in an applicable SLA.

12.2 Remedies for breach of limited warranty. If Customer notifies ISCOA within the Warranty Period that a Service does not meet the limited warranty, then ISCOA will, at its option, either (1) return the amount paid for the Service during the (a) Term or (b) 12 months prior to delivery of notice to ISCOA, whichever is less, or (2) update such Service to make it conform. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

12.3 DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, ISCOA PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. ISCOA DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

13. DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS

13.1 Agreement to protect. ISCOA will defend Customer against any claims made by an unaffiliated third party that any Service infringes that party's patent, copyright or trademark or makes intentional unlawful use of its trade secret or undisclosed information. ISCOA will also pay the amount of any resulting adverse final

judgment (or settlement to which ISCOA consents). This Section provides Customer's exclusive remedy for these claims.

13.2 What Customer must do. Customer must notify ISCOA promptly in writing of the claim and give ISCOA sole control over its defense or settlement. Customer must also provide ISCOA with reasonable assistance in defending the claim. ISCOA will reimburse Customer for reasonable out of pocket expenses that it incurs in providing that assistance.

13.3 Limitations on defense obligation. ISCOA's obligations will not apply to the extent that the claim or award is based on:

- Customer's use of the Service after ISCOA notifies it to discontinue its use due to a third party claim;
- Customer's combination of the Service or any related Client Software with a non-ISCOA product, data or business process;
- damages attributable to the value of the use of a non-ISCOA product, data or business process;
- Customer's use of ISCOA's trademark(s) without express written consent to do so; or
- any trade secret or undisclosed information claim, where Customer acquires the trade secret or undisclosed information (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than ISCOA) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

Customer will reimburse ISCOA for any costs or damages that result from any of the above actions.

13.4 Specific rights and remedies in case of infringement. If ISCOA receives information concerning an infringement claim related to a Service, ISCOA may, at its expense and without obligation to do so: (1) procure for Customer the right to continue to use the allegedly infringing Service and/or Client Software, (2) modify the Service and/or Client Software, or (3) replace the Service and/or Client Software with a functional equivalent, to make it non-infringing, in which case Customer will immediately stop using the allegedly infringing Service and/or Client Software after receiving notice from ISCOA. If, as a result of an infringement claim, Customer's use of a Service or Client Software is enjoined by a court of competent jurisdiction, ISCOA will, at its option, either: (1) procure the right to continue its use; (2) replace it with a functional equivalent; (3) modify it to make it non-infringing; or (4) terminate the License for the infringing Service and/or related Client Software and refund any amounts paid in advance by Customer for unused Services.

14. LIMITATION OF LIABILITY

14.1 Limitation on liability. Except as otherwise provided in this Section, to the extent permitted by applicable law, the liability of ISCOA and of ISCOA's contractors to Customer arising under this Agreement is limited to direct damages up to the amount Customer paid ISCOA for the Service giving rise to that liability during the (1) Term or (2) twelve months prior to the filing of the claim, whichever is less. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- ISCOA's obligations under the Section titled "Defense of infringement and misappropriation claims";
- Customer's use of ISCOA's trademark(s) without express written consent to do so;
- liability for damages awarded by a court of final adjudication for ISCOA's or its employees' or agents' gross negligence or willful misconduct;
- liabilities arising out of any breach by ISCOA of its obligations under the Section entitled "Confidentiality"; or
- liability for personal injury or death caused by ISCOA's negligence or that of its employees or agents or for fraudulent misrepresentation.

14.2 EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

15. VERIFYING COMPLIANCE

During the Term of any Subscription and for three years thereafter, Customer must keep all usual and proper records relating to the Subscription(s) and Customer's use of the Services under this Agreement.

16. MISCELLANEOUS

- 16.1 Notices.** Notices, authorizations, and requests to ISCOA in connection with this Agreement must be sent by regular or overnight mail, or express courier, to the ISCOA corporate headquarters address shown at www.iscoa.com. Notices, authorizations, and requests to Customers may be emailed to account administrators Customer identifies. Notices are effective on the date on the return receipt or, for email, when sent.
- 16.2 Assignment.** Customer may not assign this Agreement. ISCOA may assign this Agreement to its Affiliates. ISCOA may also transfer its rights and obligations under this Agreement pursuant to the sale of a majority of its ownership or assets.
- 16.3 Severability.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- 16.4 Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- 16.5 Applicable law.** This Agreement is governed by the laws of the State of North Carolina without regard to its conflict of laws principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. The Services are protected by copyright and other intellectual property rights laws and international treaties.
- 16.6 Dispute resolution.** Any action to enforce this Agreement must be brought in the State of North Carolina, USA. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- 16.7 Entire agreement.** This Agreement, any SLAs, and the pricing and payment terms set forth in the Order constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications.
- 16.8 Survival.** Provisions regarding fees, restrictions on use, transfer of licenses, export restrictions, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, obligations on termination and the provisions in this Section entitled "Miscellaneous" will survive termination of this Agreement.
- 16.9 Customer consent to partner fees.** When Customer places an Order for certain Services, it may have the opportunity, at its sole discretion, to identify a ISCOA "Partner of Record" associated with its Subscriptions. By identifying a Partner of Record, directly or by authorizing a third party to do so, Customer consents to ISCOA paying certain fees to the Partner of Record. The fees are for pre-sales support to ISCOA and may also include post-sales support to Customer. The fees are based on, and increase with the size of, Customer's Order.

16.10 Force majeure. Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section will not, however, apply to Customer's payment obligations under this Agreement.

16.11 Live ID. Customer agrees that it is responsible for protecting the confidentiality of any ISCOA Live IDs or other authentication IDs associated with this Agreement.

16.12 U.S. export jurisdiction. The Services are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any ISCOA employees or agents in connection with this Agreement. If any Customer has any questions about the above, please contact ISCOA immediately through www.iscoa.com.

16.13 English language controls. The English language version of this Agreement controls.

16.14 Natural disaster. In the event of a natural disaster, ISCOA may post information or provide additional assistance at: www.iscoa.com.