IMPORTANT – READ CAREFULLY:

Before using or continuing to use Autani products that include software or firmware (collectively, "Software"), please hereby confirm and warrant that you:

i. have the authority to, or are authorized to sign for and bind, the contracting party defined below as "User" to this license agreement ("**Agreement**");

ii. understand that it may be necessary to update your Autani Software and that there may be various one time and recurring charges for updating Autani Software and the User is responsible for such charges; and,

iii. have read, understand and agree on behalf of User to be bound by this Agreement.

<u>If you do not have such authority, or if you do not wish to enter into this Agreement with Autani, you must not accept this Agreement and you may not use the Software.</u> Your use of the Software is your agreement to this EULA and any amendments or updates thereto.

This Agreement is a legal and binding instrument entered into as of the Effective Date by and between Autani, LLC ("Autani") and User.

Autani reserves the right to amend this Agreement from time to time on notice to User, which may be provided when User desires to update the Software or use Autani Remote Services. The most current version of this Agreement can be reviewed by clicking the "End User License Agreement (EULA) – Software " hypertext link located on the Autani website and shall control if different than this Agreement. User/technical support is available via the help links on the site.

1A

1. **Definitions**. As used in this Agreement, the following defined terms shall apply:

   1.1. **Agreement** means this EULA as may be amended from time to time and any other documents incorporated by reference.

   1.2. **Autani** means Autani, LLC, unless otherwise stated.

   1.3. **Software** means any and all proprietary Autani Software that runs on any Autani product or server. This Agreement will apply to any Software provided by Autani at any time on or after the Effective Date, whether or not that Software is listed herein. Software does not include third party or open source software in which Autani has no rights.

   1.4. **Confidential Information** means any non-public information and/or materials provided by a party under this Agreement to the other party and reasonably understood to be confidential.

   1.5. **User** means the legal entity or individual that enters into this Agreement.

   1.6. **Devices and Server(s)** means the following for purposes of Autani Software: (i) device is a physical or virtual machine including, but not limited to, Autani products, computers, servers, printers, switches, IP phones and routers connected to a network; and (ii) server is a physical or virtual machine that shares resources (e.g., access to data files, programs and other peripheral devices) with other devices on a network.

   1.7. **Effective Date** means the date of electronic acceptance of this Agreement or first use of the Software by User, whichever is earlier.

   1.8. **My Account** means User's specific page within the Autani website where User provides User account information such as Registration Data and Payment Information. User may access its My Account page at any time and update certain account information.

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1.9. **Named Authorized User(s)** ("NAU") means **(i)** those User-designated individuals who may access and use the Services in accordance with this Agreement. Each Named Authorized User must have a unique identifier (i.e., "Named User ID" as defined below). User-designated individuals may include, by way of example, employees, contractors, consultants and agents or third parties with which User transacts business as determined by User.

1.9.1. **Named User ID** means the unique identifier of each User-designated individual authorized to use the Services. A Named User ID may not be of a generic nature (e.g., john.doe@company.com is a unique Named User ID; whereas support@company.com, user1@company.com, trainer@company.com, etc., are examples of generic user identifiers).

1.10. **Payment Information** means limited User information related to billing and payment matters collected by Autani during the online registration process or subsequent thereto. Such Payment Information may include a valid debit card or credit card number with available credit sufficient to pay the applicable Fees, billing or charge number, an election of a preferred billing frequency, and other information as required by Autani.

1.11. **Privacy Policy** means the Autani Privacy Policy which can be viewed by clicking the "Privacy Policy" hypertext link located on the Autani website.

1.12. **Registration Data** means limited User information collected by Autani during the registration process and in subsequent updates by the User.

1.13. **Remote Services** means Autani remote access services.

1.14. **Fee** means any one time or recurring fee for User's use of and access to Autani Products and Services.

1.15. **Term** means the term of this Agreement commencing on the Effective Date and continuing until the expiration of all agreement period(s), including any renewal period(s), as stated on User's My Account page.

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2. **Automatic Software Updates.** Autani may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of Autani products and services ("Updates"). If User requests technical support or remote services, User must install, or allow installation of, Updates to the Software. User understands that Fees may be incurred with the Updates, as well as any for any Remote Services rendered by Autani. User also should refer to the Autani End User License Agreement – Terms of Remote Services ("EULA-ToRS") for additional details regarding Remote Services.

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3. **Online Registration.** To use Autani Services or to receive Software Updates, User must complete an online registration process, including User's electronic acceptance of this Agreement, and Autani must then accept such online registration, as set forth in the EULA-ToRS.

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4. **User Rights and Restrictions.**

4.1. **User Access and Use.** During the Term of this Agreement, and upon payment of all applicable Fees, User may access and use the Software pursuant to and in accordance with the provisions of this Agreement.

4.2. **Reverse Engineering.** Except to the extent permitted by law, User may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Software and/or any other aspect of Autani's technology.

4.3. **Abuse.** User shall not access and/or engage in any use of the Software

   (i) in a manner that abuses or materially disrupts the networks, equipment, Software, Services and/or websites of Autani and/or

   (ii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise unlawful.

4.4. **Illegal Purposes.** User shall not use the Software for fraudulent or illegal purposes.

4.5. **Resale/Rental.** User shall not market, offer to sell, sell and/or otherwise resell the Software separate from the Autani products and services. In accordance with the Computer Software Rental Act of 1990, the Software may not be rented, lent or leased.

4.6. **No Representation by User.** Neither User nor any of its Named Authorized Users, customers, employees or representatives shall make any representations with respect to Autani, the Software, or this Agreement (including, without limitation, that Autani is a warrantor or co-seller of any of User's products and/or services).

4.7. **Limited Grant of Rights.** No other rights are granted hereunder to User, except as expressly set forth in this Agreement.

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5. **Term and Termination.**

5.1. **Term.** This Agreement shall commence on the Effective Date and continue for the Term.

5.2. **Termination for Cause.** Autani reserves the right to terminate this Agreement immediately if User breaches any of its material obligations under this Agreement and fails to cure the remedy in a reasonable manner.

5.3. **Effect of Termination.** Upon termination of this Agreement, User will immediately discontinue all access to and use of the Software and cease to represent in any form that it is a user of the Software. Neither party shall be liable for any damages resulting from a termination of this Agreement in accordance with this section; provided, however, the termination of this Agreement shall not affect any claim arising prior to such termination

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6. **Fees and Charges**

6.1. **One time and recurring fees ("Fees").** User is responsible for all Fees, and hereby authorizes Autani to obtain payment of all such Fees in accordance with the Payment Information per the terms of User's agreement with Autani. User shall also be responsible for all applicable taxes (withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), etc.) or duties imposed by any government entity or collecting agency EXCEPT those taxes based on Autani's net income. In the event User fails to satisfy its tax and/or duty obligations herein, User shall reimburse Autani upon demand for any taxes and/or duties paid on behalf of User and shall indemnify and hold Autani harmless against any claim and/or liability (including penalties) resulting from User's failure to pay such taxes and/or duties.

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7. **Confidential Information.** Unless expressly authorized in writing by the other party, neither party shall disclose to any third party any Confidential Information, of the other party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that

(i) is publicly disclosed through no fault of the receiving party,

(ii) is already lawfully in the receiving party's possession and not subject to a confidentiality obligation to the disclosing party,

(iii) becomes known to the receiving party from a third party having an apparent bona fide right to disclose the information, or

(iv) is Confidential Information that the receiving party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving party supplies disclosing party with timely notice of such court order or subpoena. Furthermore, User will keep in confidence all passwords and/or other access information related to the Services.

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8. **DISCLAIMER OF WARRANTIES.** Each party hereby warrants to the other party that it has all necessary authority to enter into and perform its obligations under this Agreement without the consent of any third party or breach of any contract or agreement with any third party. USER HEREBY ACKNOWLEDGES AND AGREES THAT THE SOFTWARE IS PROVIDED BY AUTANI ON AN "AS IS" BASIS, AND USER'S ACCESS TO AND/OR USE OF THE SOFTWARE IS AT ITS SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AUTANI EXPRESSLY DISCLAIMS AND USER RECEIVES NO WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AUTANI MAKES NO WARRANTY THAT ANY OF THE SOFTWARE WILL MEET THE REQUIREMENTS OF USER OR THAT THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE; NOR DOES AUTANI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SOFTWARE OR THAT ANY DEFECTS IN AUTANI PRODUCTS WILL BE CORRECTED. USER UNDERSTANDS THAT USER MAY BE LIABLE FOR ANY BREACH OF USER'S NETWORKS THAT RESULTS IN DAMAGE TO THE ASSETS OF AUTANI AND ITS CUSTOMERS FOR WHICH AUTANI IS LIABLE. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM AUTANI OR THROUGH THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER.

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9. LIMITATION ON LIABILITY. IN NO EVENT SHALL AUTANI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THIS AGREEMENT OR WHETHER DIRECT OR INDIRECT, **(i)** LOSS OF DATA, **(ii)** LOSS OF INCOME, **(iii)** LOSS OF OPPORTUNITY, **(iv)** LOST PROFITS, AND **(v)** COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, AND WHETHER OR NOT AUTANI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AUTANI'S LIABILITY HEREUNDER IS LIMITED TO $50.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO USER.

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10. Governing Law, Jurisdiction, and Venue.

The validity, construction, performance, and enforcement of this agreement shall be governed by the substantive laws of the State of Maryland, USA. The User consents to the jurisdiction of the courts of the State of Maryland and agree that venue for any lawsuit shall be Howard County, Maryland, USA.

11A

11. Additional Terms.

11.1. **Relationship of the Parties.** User and Autani are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the User and Autani.

11.2. **Assignment.** User may not assign its rights or delegate its duties under this Agreement either in whole or in part, and any such attempted assignment or delegation shall be void.

11.3. **Force Majeure.** Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a party.

11.4. **Notice.** Autani may provide User with notice via email, regular mail and/or postings on the Autani website or within the Service.

11.5. **High-Risk Use.** User hereby acknowledges that the Services are not designed or intended for access and/or use in or during high-risk activities including, but not limited to: medical procedures; online control of aircraft, air traffic, aircraft navigation or aircraft communications; or the design, construction, operation or maintenance of any nuclear facility. Autani hereby expressly disclaims any express or implied warranty of fitness for such purposes.

11.6. **Compliance with Laws.** User and Autani agree to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the Services under this Agreement. Notwithstanding the preceding sentence, Autani does not guarantee that the Services shall be appropriate and/or available for use in any particular location and User is responsible for compliance with local laws to the extent applicable. Autani reserves the right to modify the Services for any reason, without notice and without liability to User or any end user. User shall comply with all legal duties applicable to the User including obligations as data controller by virtue of User's role as meeting organizer and/or Named Authorized User. User must provide the relevant persons and/or participants with all information User is required by law to provide and, if necessary, must obtain the consent of these persons and/or participants. Notwithstanding any other provision in this Agreement, Autani shall have the right to terminate this Agreement immediately upon the determination by Autani that User is not in compliance with U.S. export laws or violates any government privacy and/or data protection laws.

11.7. **No Waiver.** The failure of either User or Autani in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

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11.8. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect and the parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of the Agreement.

11.9. No Third Party Beneficiaries. No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

11.10. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings with respect to the same. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on either party unless agreed to in writing by both parties.

11.11. Captions and Headings. Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement.

11.12. Controlling Language. The English language version of this Agreement shall be the controlling version and is incorporated by reference into any translation of this Agreement. Any translation or other language version of this Agreement shall be provided for informational purposes only. Only the most current English version of this Agreement is binding. In the event of inconsistency or discrepancy between the English version and any translation or other language version of this Agreement, the English-language version shall prevail.

11.13. References. Pronouns contained in this Agreement shall apply equally to the feminine, neuter, and masculine genders. The singular shall include the plural, and the plural shall include the singular.

11.14. Beta version. The terms of this sub-section 11.14 shall only apply to User with respect to any "Beta" version of any of the Software (the "**Beta Software**") made available to User for purposes of evaluation and feedback. User acknowledges that the Beta Software User is evaluating may contain bugs, errors and other problems and is provided to User "as-is." Therefore, to the extent permitted by applicable law, Autani disclaims any warranty, condition and/or liability obligations to User of any kind with respect to the Beta Software. User further acknowledges the importance of communication between Autani and User during User's use of the Beta Software and participation in Autani's Beta program and hereby agrees to receive related correspondence and updates from Autani. In the event User requests to opt-out from such communications, User's participation in the Autani Beta program will be canceled. User also hereby acknowledges that Autani has not made any representations, promises or guarantees that the Beta Software will ever be announced or made available to anyone in the future and that Autani has no express or implied obligation to User to announce or introduce the Beta Software. During the Autani Beta program, User will be asked to provide feedback regarding User's use of the Beta Software and User hereby grants to Autani a perpetual, royalty-free worldwide license to use and/or incorporate such feedback into any Autani product or service (including the Beta Software) at any time at the sole discretion of Autani. With respect to the Beta Software, this subsection shall supersede any other terms and conditions contained herein, but only to the extent necessary to resolve conflict.