KP Dashboard License Agreement

1. INTRODUCTION

This License Agreement (the "Agreement") applies to an order or subscription that incorporates the terms and conditions of this Agreement entered into by Licensor (as defined below) and the Customer subscribing to the SaaS pursuant to the Transaction Document.

2. DEFINITIONS

2.1. "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, Software, Documentation, and any benchmark data and results produced.

2.2. "Cutomer" means the Customer who has entered into a Transaction Document with the Licensor to license the Software.

2.3. "Customer Data" means Customer information stored in the SaaS database.

2.4. "Documentation" means the documentation, technical product specifications and/or user manuals, published by Licensor that is made generally available with the Software.

2.5. "Licensor" means Parker Technology Services, LLC

2.6. "SaaS" means the online version of the Software defined in the Transaction Document for access to and usage by its customers via a website(s) environment.

2.7. "SaaS Support" means support of the underlying Software so it operates materially in accordance with the Documentation.

2.8. "Software" means the software, made available on a SaaS basis by Licensor under this Agreement as defined in the Transaction Document.

2.9. "Subscription Term" means the period of the subscription to the SaaS as set out herein and in the Transaction Document.

2.10. "Transaction Document" means a signed mutually agreed transaction document between the Customer and the Licensor.

2.11. "Users" means the number of individuals authorized to access and use of SaaS by Customer and who have been provided user identifications and passwords by Customer.

2.12. "User Logins" means the initial and standard login screen where a User is required to enter its user ID and the password.

3. SAAS OFFERING

3.1. Licensor shall provide SaaS to Customer during the Subscription Term directly or through a third party SaaS provider in accordance with the terms of this Agreement.

3.2. Licensor hereby provides Customer a non-transferable and non-exclusive right to access and use SaaS for the sole purpose of supporting its internal business use. A new User may replace a former User who no longer requires access to, or use of, the SaaS. Users may be Customer employees, Customer third party consultants, contractors or agents, provided that third parties may access and use the SaaS (i) solely for the benefit of Customer's internal business purposes in accordance with the provisions of this Agreement, (ii) only while acting on behalf of Customer and not a third party, and (iii) if they have agreed to be bound by terms and conditions no less restrictive than those contained in this Agreement.

3.3.	Licensor retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all SaaS, Software, Documentaion and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

3.4.	Customer acknowledges and agrees that in order for Licensor to effectively provide SaaS, Customer may be required to provide necessary information and shall not delay, prevent or interfere with Licensor's provision of SaaS.

3.5.	Licensor may, at any time, replace the specific SaaS defined in a Transaction Document with replacement underlying software that is generally available to customers with alternative, materially similar, functionality.

4. FEES & RENEWAL

4.1.	The number and type of Users for SaaS and associated fees due and payable are shall be as set out on the Transaction Document.

4.2.	Any Subscription Term shall automatically renew for subsequent terms of the same length, unless terminated in accordance with this Agreement at the then current rates of the Licensor.

5. CUSTOMER RESPONSIBILITIES AND USE RESTRICTIONS

5.1.	Customer is responsible for all activities that occur in, or are related to Users accounts including the administration of SaaS logins, data, information stored or transmitted when accessing SaaS.

5.2.	Customer shall not do or attempt (or allow any third party to do or attempt) the following: (i) copy, distribute, rent, lease, lend, sublicense or transfer (other than pursuant to an assignment hereunder) the SaaS or make the SaaS available to any third-party; (ii) decompile, reverse engineer, or disassemble the SaaS or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, reports, maps or programming interfaces of the SaaS; (iii) create derivative works based on the SaaS; (iv) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the SaaS or during the use and operation thereof; (v) publicly disseminate performance information or analysis relating to the SaaS; (vi) utilize any software or technology designed to circumvent any license keys or copy protection used in connection with the SaaS; (vii) scrape, export, store, or otherwise retain any copies of raw data (except Customer Data) which Customer may access through the SaaS; (viii) use the SaaS to develop a competitive product offering; or (ix) use the SaaS in a manner which violates or infringes any laws, rules, regulations, third-party intellectual property rights, or third-party privacy rights. Customer may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the SaaS.

6. CONFIDENTIAL INFORMATION

6.1.	The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under this Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

6.2.	The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

6.3. For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

6.4. Nothing in the Agreement will (i) preclude Licensor from using the ideas, concepts and know-how which are developed in the course of providing the SaaS to Customer or (ii) be deemed to limit Licensor's rights to provide similar Licensor SaaS offerings to other customers. Customer agrees that Licensor may use any feedback provided by Customer related to any Licensor SaaS offering for any Licensor business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

6.5. The receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

6.6. In the event of a breach of this section, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For Software (including code) and Documentation, the material terms of the Agreement, and Customer's and/or Licensor's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

7. CUSTOMER DATA

7.1. Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data shall be considered to be Confidential Information under the Agreement. Licensor shall not access Customer's User accounts, or Customer Data, except (i) in the course of data center business operations if required, (ii) in response to SaaS or technical issues or (iii) at Customer's specific request as reasonably required in the provision of SaaS. Licensor will segregate Customer's Data from other Customers' data.

7.2. Licensor operates and maintains a disaster recovery procedure. In case of a Force Majeure Event, Customer acknowledges and agrees that Customer Data may not be recoverable and accepts responsibility for re-entry of such data.

7.3. Orignal Customer Data will be returned to the Customer at the end of the Term or at the termination of the SaaS subscription in the manner described in the SaaS Documentation. Customer understands and agrees that Customer will not have any ability to exprt data or other information upon termination of this Agreement.

7.4. If Customer transfers any personal data to Licensor as a requirement pursuant to the SaaS, then Customer represents that (i) it is duly authorized to provide personal data to Licensor and it does so lawfully in compliance with relevant legislation, (ii) Licensor and/or its subcontractors can process such data for the purposes of performing its obligations and (iii) Licensor may disclose such data to any Licensor entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin.

8. SECURITY

8.1. Customer Data shall be stored pursuant to Licensor's data security procedures, which data security procedures shall be provided to Customer upon request. Licensor will not be responsible for any unauthorized access to, or alteration, theft or destruction of Customer Data, unless caused as a result of Licensor's gross negligence or intentional misconduct, in which case restoring or recovery of Customer Data

shall be limited to the most recent back-up of Customer Data. Licensor is not responsible for loss of Customer Data arising from Customer's: (i) transmission of data in contravention of the User Guide; or, (ii) failure to act on any Licensor-provided communication.

9. **SAAS SUPPORT**

9.1. Licensor shall provide Customer with initial onboarding services to include data cleansing and import, initial training, initial consulting, and general SaaS Support during the onboarding process ("Onboarding Services"). Once these initial services have been completed, in the Licensor's determination, the Onboarding Services shall be complete.

9.2. Ongoing support services during Subscription Term includes error report handling and incident management and work-around solutions as and when needed, in accordance with the Support Terms found at kpdashboard.com/support-terms.pdf ("Support Terms").

9.3. All other requests outside of initial Onboarding Services, including but not limited to additional training, data conversion, data cleansing, data import, and consulting are considered Advisory Services. A separate Statement of Work (SOW) and scoping is required for all Advisory Services and are out of the scope of this Agreement and Onboarding Services.

9.4. Licensor will send an email to Customer's technical contact identified in the Transaction Document, setting out the SaaS URL(s) and other information necessary for initial use of the SaaS. Customer shall provide information as requested within 7 days of receiving the email.

9.5. Customer will utilize the Licensor Support website, or other site or notification mechanism as Licensor may designate from time to time, to notify Licensor of SaaS availability issues, request other in-scope technical support assistance, or for Customer to provide feedback or approvals on requests as applicable.

10. **WARRANTY**

10.1. Licensor warrants that the SaaS shall perform materially in accordance with the applicable SaaS Documentation.

10.2. **Except as expressly set forth above, to the extent permitted by law, no other warranties, whether express or implied, including, without limitation, third party warranties, implied warranties of merchantability, suitability or satisfactory quality, or the warranty of fitness for a particular purpose are made by Licensor and Licensor makes no warranties hereunder with respect to any hardware, equipment or third party software which Licensor may use to provide the SaaS.**

10.3. Customer warrants that (i) it has the right to transmit any data or information as may be required for the purposes of accessing SaaS (ii) it will ensure compliance to the Agreement by itself and its Users, and (iii) it shall not misuse SaaS through sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights.

10.4. The SaaS offering may require Licensor to utilize, install and/or implement software created by a third party ("Third Party Software"). All Third Party Software shall be licensed directly between the Customer and the Third Party Software vendor. Licensor will have no obligation to return or refund any payments related to any Third Party Software. This provision will not limit any rights Customer may otherwise have under an end user agreement, if any, between Customer and any Third Party Software vendor. Warranty, if any, with respect to the Third Party Software, will be as provided by the Third Party Software vendor. **Licensor makes no representations or warranties, express or implied regarding the Third Party Software, including, without limitation, the merchantability, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use of any Third Party Software. All Third Party Software is provided "as is".**

11. **LIMITATION OF LIABILITY. Except with respect to liability arising from infringment of Licensor's intellectual property rights, a Party's breach of confidentiality obligations set forth in Section 6, and indemnification obligations set forth in Section 12, to the maximum extent permitted by applicable law: (i) neither Party (including any of Licensor's suppliers) shall be liable for any indirect, special, consequential, incidental, or**

punitive damages of any nature, including, but not necessarily limited to, loss of profit, damages relating to monies saved or fees generated and or any loss of data by use of any Licensor SaaS offering, regardless of whether a Party was apprised of the potential for such damages; and (ii) other than a Party's obligations to pay fees, in no event will a Party's liability exceed the fees paid and or owed for the then-current initial or renewal term for which the Customer has procured the SaaS offering.

12. **INDEMNIFICATION.**

   12.1. Licensor will indemnify, defend and/or, at its option, settle any third party claims that Customer's use of the specific Software licensed by Customer under this Agreement infringes any valid U.S. patent or copyright within the jurisdictions where Customer is authorized to use the SaaS offering at the time of delivery. Licensor may, at its option and expense: (i) procure for Customer the right to continue to use the Software; (ii) repair, modify or replace the Software so that it is no longer infringing; or (iii) provide a pro-rated refund of the fees paid for the Software which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that Licensor is notified of the third party claim.

   12.2. Licensor shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Software except a modification by Licensor, (ii) if the Software is not being used in accordance with Licensor's specifications, Documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Licensor-provided update or patch, (iv) if the alleged infringement is a result of use of the Software in combination with any third party product not expressly authorized in the Documentation, or (v) if the applicable fees due for the specific Transaction Document have not been paid. The indemnifications contained herein shall not apply to, and Licensor shall have no liability in relation to, any Licensor offering produced by Licensor at the specific direction of Customer. **The foregoing provisions state the entire liability and obligations of Licensor regarding claims of infringement, and the exclusive remedy available to Customer with respect to any actual or alleged infringement or misappropriation of any intellectual property or other proprietary rights.**

   12.3. Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arises in connection with the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortuous conduct on the part of the indemnifying Party.

   12.4. Customer shall indemnify Licensor against any claim that any data, materials, items or information supplied to Licensor under the Agreement infringes any U.S. patent, copyright or trademark within the jurisdictions where Licensor is provided with such information.

   12.5. The above indemnities are contingent upon: (i) the indemnified Party providing prompt notice of any claim and assistance in the defense thereof, (ii) the indemnifying Party's sole right to control the defense or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of the other Party, and (iii) the indemnified Party not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by the indemnifying Party. The above indemnities shall not apply with respect to any Third Party Software.

13. **TERM, SUSPENSION, AND TERMINATION**

   13.1. This Agreement shall continue in effect unless otherwise terminated in accordance with this section. Unless otherwise agreed upon in the Transaction Document, the Subscription Term shall be for a period of one (1) year and shall automatically renew for subsequent one year terms until terminated in accordance with this Agreement.

   13.2. This Agreement and/or applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to cure such breach within 30 days (or such other period as mutually agreed by the Parties) from receipt of such notice; or (b) upon insolvency of the other Party, if permitted by law.

13.3. Either Party may terminate this Agreement by giving notice no less than sixty (60) days prior to the end of the then current Subscription Term, to terminate such Agreement upon the end of the then current Subscription Term.

13.4. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Agreement or Transaction Document. Upon termination for any reason other than Licensor's breach, Customer shall pay Licensor any committed fees and expenses under the applicable Transaction Document whether due before or after the date of termination, which shall become immediately due and payable to Licensor on such termination. All fees are non-cancellable and non-refundable unless a pro rated refund applies as provided in this Agreeemnt.

13.5. Licensor may suspend Customer's use of the SaaS if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) Customer fails to respond to a claim of alleged infringement under Section 12.4 within a reasonable time; (3) Customer does not pay amounts due under this Agreement; (4) Customer does not abide by the use restrictions under Section 5; or (5) Customer violates other terms of this Agreement.

13.6. Upon termination for any reason, all licenses and any other rights of the Customer to access the SaaS shall cease, except as otherwise expressly set forth herein.

14. GENERAL TERMS

14.1. **Amendments**. The terms of the Agreement may only be amended by mutual written agreement of the Parties.

14.2. **Force Majeure**. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) or delays caused by an internet service provider or hosting facility that results in data center outages / not being accessible resulting from causes not within Licensor's control (collectively, a "Force Majeure Event").

14.3. **Order of Precedence**. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) the Agreement. Notwithstanding this Order of Precedence, a Customer issued purchase order shall not modify the terms of this Agreement or any Transaction Document.

14.4. **Independent Contractors; Assignment**. The Parties expressly agree that the relationship between them is that of customer-independent contractor. If Licensor assigns or sells or otherwise transfers its rights to a business or product line or substantially all of its assets, then Licensor may transfer its rights and obligations under this Agreement upon written notice to Customer. Except as permitted herein, neither Party may transfer, whether by operation of law or otherwise, the Agreement without prior written consent of the other Party, and consent shall not be unreasonably withheld. Attempts to transfer in contravention of this section shall be deemed null and void. The Agreement shall be binding on the Parties hereto and their respective successors and assigns.

14.5. **Regulatory.** In any country where any current or future government regulation or requirement applies to Licensor, but not generally to businesses operating there, presents a hardship to Licensor operating the SaaS without change, and/or causes Licensor to believe this Agreement or the SaaS may be in conflict with any such regulation or requirement, Licensor may change the SaaS or terminate this Agreement. If Licensor elects to change the SaaS in a manner that materially reduces the functionality or features of the SaaS, then Customer may terminate this Agreement without penalty upon written notice to Licensor within 30 days following notification of such change.

14.6. **Import Export**. Customer agrees that Software, Documentation, and or Confidential Information is subject to export controls of the United States of America and import controls of any other country in which such information may be used. Customer agrees to export, re-export or import such information only in compliance with such laws and controls.

14.7. **Announcements**. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.

14.8. **Counterparts**. This Agreement, and any Transaction Document as applicable may be signed in any number of counterparts and each part shall be considered part of the whole and valid, legally binding document.

14.9. **Notice**. All notices hereunder shall be delivered to the other Party at the Party's address set forth in the most recent Transaction Document either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

14.10. **Headings**. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

14.11. **Validity**. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

14.12. **Third Parties**. This Agreement shall not create any rights in favor of, or any obligations owed by, any third Party unless otherwise expressly defined in any Agreement. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or Licensor.

14.13. **Choice of Law**. The laws of the Commonwealth of Virginia (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Agreement. The Parties agree that any action arising under or relating to the Agreement shall lie within the exclusive jurisdiction of the courts of the Commonweath of Virginia located in Henrico County, or in the Federal District Court for the Eastern District of Virginia, Richmond Division. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

14.14. **Survival**. Sections 5, 6, 11, 12 & 14, as well as the obligation of Customer to pay any amounts accrued prior to the termination shall survive termination of this Agreement for any reason.

14.15. **Entire Agreement**. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.