

## iGrafx Process360 Live Sandbox Agreement

This Sandbox Agreement (this “Agreement”) is made and entered on the latest date set forth on the signature page of this Agreement (the “Effective Date”), by and between iGrafx, LLC, a Delaware limited liability company with its principal place of business located at 8100 S.W. Nyberg St., Tualatin, Oregon 97062 (“iGrafx”) and the entity listed on the signature page as the Customer (“Customer”).

In consideration of the covenants and agreements set forth herein in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, by their authorized signatures below, hereby agree to the terms and conditions set forth below.

### 1. Definitions.

- 1.1. “Authorized User” means Customer’s employees and independent contractors who are authorized by Customer to use the Sandbox Instance and Documentation in accordance with the Agreement, and who have been notified of the obligations and restrictions of this Agreement and supplied with Authorized User identifications and passwords by Customer.
- 1.2. “Cloud Services” means a SaaS-based version of the iGrafx Process360 Live software product platform including patches, upgrades and updates that iGrafx, in its sole discretion, may make available from time to time.
- 1.3. “Data” means any information input by the Customer’s End Users or generated through the Customer’s use of the Sandbox Instance. All Data must be non-production information.
- 1.4. “Documentation” means the online documentation for the Sandbox Instance as updated from time to time by iGrafx.
- 1.5. “Sandbox Instance” means a non-production instance in which Authorized Users can access and use the Cloud Services and Documentation.

### 2. Access to and Use of the Sandbox Instance.

- 2.1. Access Grant. During the Term and subject to the Customer’s and each End User’s ongoing compliance with the terms and conditions of this Agreement, iGrafx grants Customer a limited, revocable non-exclusive, non-assignable, non-transferable right to allow its designated End Users to access and use the Sandbox Instance solely for Customer’s internal evaluation and testing of the Cloud Services. All rights not specifically granted in this Agreement are reserved by iGrafx.
- 2.2. Use of the Sandbox Instance.
  - 2.2.1. The Customer is solely responsible for issuing access credentials to its End Users for access and use of the Cloud Services, Documentation, and the Sandbox Instance.
  - 2.2.2. The Customer is solely responsible for ensuring that any access and use of the Cloud Services, Documentation, and the Sandbox Instance by its Authorized Users complies with this Agreement.

2.2.3. Customer shall obtain any consents and provide any notices required to allow Customer and its Authorized Users to receive and use the Sandbox Instance, Cloud Services and Documentation.

2.3. Restrictions. Except as otherwise expressly permitted in this Agreement, the Customer shall not, nor shall the Customer allow any Authorized User, to: (a) reproduce, modify, adapt or create derivative works of the Cloud Services, Documentation, or the Sandbox Instance; (b) rent, lease, distribute, sell, sublicense, transfer or provide access to the Cloud Services, Documentation, or the Sandbox Instance to a third party; (c) provide the Sandbox Instance or Cloud Services in a time sharing, hosting, service provider or other similar basis; (d) use the Cloud Services, Documentation, or the Sandbox Instance for the benefit of any third party; (e) incorporate any Cloud Services, Documentation, or the Sandbox Instance into a product or service you provide to a third party; (f) interfere with or otherwise circumvent mechanisms in the Cloud Services, Documentation, or the Sandbox Instance intended to limit access or use; (g) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Cloud Services or the Sandbox Instance; (g) remove or obscure any proprietary or other notices contained in any Cloud Services, Documentation, or the Sandbox Instance; (h) use the Cloud Services or the Sandbox Instance for competitive analysis or to create competitive products; or (i) encourage or assist any third party to do any of the foregoing. The Customer shall not, nor shall the Customer allow any Authorized User, to access or use the Sandbox Instance, Cloud Services, or Documentation in a manner that breaches or violates applicable export control laws. The Customer shall not, nor shall the Customer allow any Authorized User, to (i) transfer Data to the Sandbox Instance from the Customer's production instance of the Cloud Services nor (ii) transfer Data from Sandbox Instance to the Customer's production instance of the Cloud Services.

2.4. Customer Systems. The Customer is responsible for providing all necessary hardware, infrastructure, and systems (collectively, "Systems") to enable Customer and its Authorized Users to access the Sandbox Instance over the internet. The Customer is solely responsible for maintaining appropriate anti-virus software on Systems that interact with the Cloud Services and Sandbox Instance.

### 3. Data Collection, Retention, Use.

3.1. Data may be collected automatically in the Sandbox Instance by iGrafx. iGrafx may collect, use, process, or transmit Data in and from the Sandbox Instance. iGrafx has no obligation or responsibility to use, safeguard, retain, or restore any such Data. All Data must be non-production Data.

3.2. iGrafx may retain Data indefinitely and iGrafx may automatically delete Data at any time whether or not Customer has read it or retrieved or read it. Customer will not have access to any Data after this Agreement is terminated.

3.3. iGrafx may retain and use the Data for any purpose, including: (i) for evaluation and correction of performance anomalies, troubleshooting, maintenance, and similar needs; and (ii) to verify whether the Sandbox Instance is being used in accordance with the terms of this Agreement; and if iGrafx is required to preserve such Data in a civil or criminal investigation or proceeding and, in iGrafx's judgment, failure to comply with the request may subject iGrafx to civil or criminal liability, provided that iGrafx will notify Customer of such preservation request unless disclosure is prohibited by a governmental authority or otherwise prohibited by law.

Additionally, iGrafx may use Data for any other purpose, including sharing it with third parties, provided such Data does not include any personally identifiable information.

- 3.4. Customer shall obtain any consents and provide any notices required to allow iGrafx to access, collect, process, store, process, and use Data provided under this Agreement.
- 3.5. Data is collected, processed, stored, and used by iGrafx on servers located in the United States of America. The Customer, on behalf of itself and its Authorized Users, specifically consents to the collection, processing, storage, and use of Data by iGrafx and its sub processors worldwide.

#### 4. Cloud Services Improvement.

- 4.1. Content. The Sandbox Instance may permit you to submit feedback, contributions and comments, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the use and operation of the Sandbox Instance ("Content"). Customer and each Authorized User grants iGrafx a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit such Content without restriction.
- 4.2. One of the ways iGrafx strives to improve the Cloud Services, iGrafx uses analytics applications and methods to help iGrafx understand how the Customer and Authorized Users are using the Cloud Services. The Customer hereby consents to all the following activities that iGrafx may undertake for the improvement of the Cloud Services ("Sandbox Activities"):
  - 4.2.1. Record the Authorized User use of the Cloud Services within the Sandbox Instance to among other things observe what an Authorized User clicks on, how long it takes find what the Authorized User wants to do in the Cloud Services, and to analyze the Authorized User's workflows.
  - 4.2.2. Aggregate and analyze Authorized User sessions into groups to find "average" or "common" activities.
  - 4.2.3. Access and read Data entered into the Sandbox Instance by Authorized Users to understand what the Authorized Users are trying to accomplish and understand if there are use cases that need to be further considered.
  - 4.2.4. Copy Data put into the Sandbox Instance (on a temporary basis) into iGrafx development and test environments to recreate and fix errors and build out test cases.
  - 4.2.5. Track use statistics for individual Authorized Users, groups of Authorized Users, and for the Sandbox Instance as a whole, including without limitation:
    - Number of sessions.
    - Time spent for each session.
    - Average session time.
    - Number of screens viewed/buttons clicked per session.
    - Order of screens viewed / buttons clicked.
    - Data in various logs, including without limitation, logs such as:
      - Access logs (when, IP addresses, and UID are logged)
      - Application logs

- Metadata around application performance, feature use, data sizes, and telemetry deemed necessary for improvement and maintenance of the Cloud Services
5. Updates to the Agreement. iGrafx may, in its sole discretion, update the terms and conditions of this Agreement at any time and the continued use of the Customer and its Authorized Users of the Sandbox Instance constitutes acceptance of the updated terms and conditions of the Agreement. iGrafx will notify the Customer of any changes in the Agreement not less than five (5) days prior to such changes taking effect.
  6. Technical Support. Neither the Customer nor its Authorized Users are entitled to any maintenance or technical support services for the Sandbox Instance. However, iGrafx, in its sole discretion may provide such services from time to time.
  7. Fees for Sandbox Use. Subject to the Customer's and its Authorized Users strict compliance with the Agreement, no fees will be charged under this Agreement for the access and use of the Sandbox Instance. Any use of the Sandbox Instance or the Cloud Services Agreement must be purchased separately and will be subject to a separate agreement.
  8. Intellectual Property. Except as expressly described in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Data and iGrafx retains all Intellectual Property Rights in the Sandbox Instance, the Cloud Services, its software, and Documentation. "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets, design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.
  9. Confidentiality. During the term of this Agreement, the parties may exchange confidential information. Any business, operations, technical, or product information disclosed by either party which is marked with a confidential or proprietary data legend or which by its nature ought to be considered as confidential or proprietary is the confidential information of the disclosing party (collectively the "Confidential Information"). iGrafx's Confidential Information includes without limitation the terms of this Agreement, the Sandbox Instance, the Cloud Services, and iGrafx's software products. The receiving party will: (i) hold Information received from the disclosing party in confidence; (ii) use the disclosing party's Confidential Information only for the purpose of performance under this Agreement; (iii) reproduce Confidential Information only to the extent necessary for such purpose; (iv) restrict disclosure of Confidential Information to its employees, contractors, and consultants with a need to know in the course of fulfilling their scope of work, provided the receiving party advises them of, and they agree to, their confidentiality obligations; and (v) not disclose Confidential Information to any third party without prior written approval of the disclosing party unless otherwise authorized by this Agreement.

The restrictions on the receiving party's use and disclosure of Information will not apply to any Confidential Information which the receiving party can demonstrate: (a) is wholly and independently developed by the receiving party without the use of or reference to Confidential Information of the disclosing party; (b) is or has become generally available to the public without breach of the Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party and free of restriction; or (d) is approved for release by written authorization of the disclosing party. Disclosure of Confidential Information in response to a valid order of a court or other governmental agency will not be a breach of this Section, if the disclosure is limited to the extent of and for the purposes of such order; provided, however, that the receiving party will first notify the disclosing

party in writing of the order and permit the disclosing party to seek a protective order, unless such notification is otherwise prohibited by law. Unless otherwise Upon the termination of the Agreement, each party will promptly return to the other party or destroy (and certify such destruction) all Confidential Information received.

10. Service Suspension. iGrafx may suspend access and use of the Sandbox Instance and/or the Cloud Services if necessary to comply with applicable laws and regulations, or address a security risk or otherwise protect iGrafx, or if the use of the Sandbox Instance or the Cloud Services by the Customer or any Authorized User does not comply with the terms and conditions of this Agreement.

11. Term and Termination.

11.1. Term. The term of this Agreement commences on the Effective Date and continues thereafter for an indefinite period unless terminated as provided below (the "Term").

11.2. Termination. Either party may terminate this Agreement at any time upon written notice to the other party. iGrafx may terminate this Agreement immediately and without advance notice: (a) if Customer or any Authorized End User is in breach or default of any obligation set forth in of this Agreement; (b) if iGrafx has reason to believe that there is an alleged or actual violation by Customer or any Authorized Users of any applicable laws or regulations; (c) if iGrafx reasonably determines that Customer or an Authorized User is a competitor or prospective competitor of iGrafx or its subsidiaries; or (e) if Customer makes a general assignment for the benefit of creditors, file a voluntary petition of bankruptcy, suffer or permit the appointment of a receiver for your business or assets, become subject to any proceedings under any bankruptcy or insolvency law where such proceeding has not been dismissed within sixty (60) days, or are wound up or liquidated, voluntarily or otherwise.

11.3. Effects of Termination. If this Agreement is terminated for any reason iGrafx has no obligation to provide any Sandbox Instance after the effective date of the termination; (b) all liabilities accrued prior to the effective date of the termination will survive; and

11.4. Survival. Survival. The following Sections will survive expiration or termination of this Agreement: Section 3 (Data Collection, Retention, and Use), Section 4.1 (Content), Section 8 (Intellectual Property), Section 9 (Confidentiality), Section 11.3 (Effects of Termination), Section 12 (Disclaimer), Section 13 (Indemnification), Section 14 (Limitation of Liability), and Section 15 (Miscellaneous).

12. Disclaimer of Warranties/No Guaranteed Availability. To the fullest extent permitted by applicable, iGrafx does not make any representations or warranties of any kind, whether express or implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose or use, non-infringement, or that the access or use of the Sandbox Instance or Cloud Services will be uninterrupted or error-free. iGrafx makes no warranties about data recovery or the availability of the Sandbox Instance or Cloud Services.

13. Indemnification. Customer will defend and indemnify iGrafx, its successors and assigns and each of its respective directors, officers, employees and agents against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) alleged by a third party that arise or result from: (i) any personal injury to any person or persons, any loss or damage of any property, or any interruption of services which are caused or claimed to have been caused directly or indirectly from

Customer's (including any Authorized User's) misuse of the Sandbox Instance; (ii) any use of the Sandbox Instance by Customer or its any Authorized User for an unauthorized or restricted purpose; or (iii) Data or other information transmitted by Customer, any Authorized User (collectively a "Claim"). In the event of any Claim giving rise to an indemnification obligation hereunder: (i) iGrafx will promptly notify Customer of any such Claim or potential Claim of which iGrafx becomes aware, provided, however, that any failure to provide such notification will not relieve Customer from their indemnification obligation except to the extent that Customer was prejudiced by such failure to provide notice; (ii) iGrafx will grant Customer sole control of the defense of the Claim and any related settlement negotiations, provided, however, that Customer will not enter into any settlement that imposes any duties or obligations on iGrafx, monetary or otherwise, or requires iGrafx to make any admissions; and (iii) at Customer's request, iGrafx will provide reasonable assistance to Customer at Customer's sole expense, in the defense and settlement of such Claim.

14. Limitation of Liability. IN NO EVENT WILL IGRAFEX, ITS AFFILIATES, SUPPLIERS, LICENSORS, AND ITS AND THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES BE LIABLE TO CUSTOMER, ANY AUTHORIZED USER, OR ANY THIRD PARTY, FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY OR OTHER INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SANDBOX ENVIRONMENT, CLOUD SERVICES, DOCUMENTATION OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF IGRAFEX, ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE TOTAL LIABILITY OF IGRAFEX, ITS AFFILIATES, LICENSORS AND SUPPLIERS HEREUNDER FOR ANY AND ALL CLAIMS EXCEED \$500 USD.

15. Miscellaneous.

15.1. Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, war, epidemics, or pandemics.

15.2. Severability; Waiver. If any of the provisions of this Agreement are determined to be unenforceable, the enforceability of the remaining provisions will not in any way be affected or impaired, and the parties will substitute an enforceable provision for the affected provision which approximates the intent and economic effect of the affected provision as closely as possible. The waiver by any party of a breach of any of the provisions of this Agreement will not operate as a waiver of any subsequent breach.

15.3. No Assignment by Customer. Neither this Agreement, nor any rights, duties nor interest herein, will be assigned, transferred, subcontracted or sublicensed by Customer without iGrafx's prior written consent. Any such action contrary to this Section 17 is void and constitutes a material default entitling iGrafx to terminate this Agreement.

15.4. Notices. iGrafx will provide notices under this Agreement to Customer by sending an email to primary administrative contact designated by the Company for its production instance. Customer will provide notices under this Agreement to iGrafx by sending an email to legal@igrafx.com. Notice will be treated as received when the email is sent.

15.5. Email Consents. The parties may use emails to satisfy written approval and consent requirements under this Agreement.

15.6. Governing Law. This Agreement and performance hereunder shall be governed and construed in accordance with the substantive laws of the State of Oregon, without regard to choice of law provisions. The Parties further expressly agree, and do hereby submit, to the sole and exclusive jurisdiction of the state or federal courts located in Multnomah County, Oregon, for all claims, lawsuits, actions and/or proceedings of any kind, at law or in equity, arising out of, pertaining to, or otherwise related in any way to this Agreement. If either party commences an action arising out of or in connection with the Agreement, the prevailing party is entitled to recover from the losing party reasonable attorneys' fees and costs of suit. The parties agree that the United Nations convention on Contracts for the International Sale of Goods does not apply to this Agreement.

15.7. Entire Agreement. This Agreement comprises the entire understanding, agreement, and representations of the parties with respect to the matters contained herein and supersedes all prior writings, discussions, representations, and understandings. Except as specifically stated otherwise in this Agreement, any amendment or modification of any of the provisions of the Agreement must be in writing and signed by a duly authorized representative of each party to be effective. In no event will email be considered a writing for the purposes of amending or modifying the Agreement. In the event of a conflict between the above terms and conditions and any written amendment or modification, the document later in time will prevail.

IN WITNESS WHEREOF, the iGrafx and the Customer have caused this Agreement to be executed by authorized personnel who, on the date of such signing, have the necessary and appropriate corporate authority to bind his or her respective organization hereunder.

**IGRAF, LLC**

**CUSTOMER**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Corporate Address: