

JAMEX, INC.

END USER LICENSE AGREEMENT (“EULA”)

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE USING THE SERVICE. JAMEX, INC. (“JAMEX”) IS WILLING TO LICENSE THE SERVICE TO END USER AS THE INDIVIDUAL, THE ORGANIZATION, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SERVICE (REFERRED TO AS “END USER”) ONLY ON THE CONDITION THAT END USER ACCEPT ALL OF THE TERMS OF THIS EULA.

UPON ACTIVATION OF SERVICE (THE “EFFECTIVE DATE”), END USER AGREES TO THE TERMS AND CONDITIONS OF THIS EULA.

IF END USER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT ATTEMPT TO ACTIVATE THE SERVICE, OR, IF INSTALLED, MAKE NO FURTHER USE OF THE SERVICE,

1. License. The service, SERVICE and electronic documentation (collectively the “SERVICE”) are owned by and are the property of JAMEX or its licensors and are protected by copyright and other intellectual property laws. Some licensors may be express or intended beneficiaries of this EULA. Subject to all of the terms and conditions of this Agreement, JAMEX grants END USER a limited, non-exclusive, worldwide, non-transferable, non-sublicensable license to use the SERVICE. This EULA governs any releases, revisions, or enhancements to the SERVICE that JAMEX may furnish to END USER. END USER’s rights and obligations with respect to the use of this SERVICE are as follows:

A. END USER may:

- i. use the SERVICE on the quantity and type of computers indicated on our invoice. END USER may make that number of copies of the SERVICE licensed to END USER by JAMEX.
- ii. use the SERVICE on a network, provided that END USER has a licensed copy of the SERVICE for each computer that can access the SERVICE over that network;
- iv. make printed copies of electronic documentation for END USER’s internal use.

B. END USER may not:

- i. transfer, assign, convey, sublicense, rent or lease the SERVICE (or any portion thereof) to another person or entity or unlicensed division, subsidiary, or affiliate (or to anyone other than the entity named as licensee as appearing on the SERVICE splash screen), and any transfer in violation hereof shall be of no power or effect;
- ii. distribute, sell, sublicense, rent, lease or use the SERVICE (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement; iii. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover, modify or use the source code, underlying ideas, algorithms, file formats or programming interfaces of the SERVICE by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), or create derivative works from the SERVICE (any such modifications shall automatically be owned by JAMEX upon creation);
- iv. utilize any equipment, device, SERVICE, or other means designed to circumvent or remove any form of product key or copy protection used by JAMEX in connection with the SERVICE, or use the SERVICE together with any authorization code, product key, serial number, or other copy protection device not supplied by JAMEX or through an authorized distributor or reseller;
- v. use the SERVICE to develop or facilitate development of a product which is competitive with any JAMEX product offerings
- vi. post or otherwise publish electronic documentation of the SERVICE for access outside the licensed organization;
- vii. use a previous version or copy of the SERVICE after END USER have installed a replacement set or an upgraded version and, upon upgrading the SERVICE, all copies of the prior version must be uninstalled or rendered unusable;
- viii. use a later version of the SERVICE than is provided in the email with the login credentials except as provided under the SERVICE Product Warranty, unless END USER has purchased maintenance and update service or have otherwise separately acquired the right to use such later version;
- ix. remove any product identification, proprietary, copyright or other notices contained in the SERVICE;
- x. provide any product key or login information to a third party; or
- xi. use the SERVICE or product keys in any manner not expressly authorized by this EULA.

2. Limited Warranty:

A. SERVICE Product Warranty: JAMEX warrants that the SERVICE as distributed operate in substantial conformity with the documentation (the "SERVICE Product Warranty") for a period of one (1) year from the delivery of the SERVICE to END USER (the "SERVICE Warranty Period"). This is the sole warranty JAMEX provides for all SERVICE supplied by JAMEX, unless specifically stated otherwise in JAMEX's quotation. JAMEX does not warrant that END USER's use of the SERVICE will be uninterrupted or error-free. JAMEX's sole liability (and END USER's sole remedy) in the event of a breach of this Product Warranty will be that JAMEX will, in JAMEX's sole discretion, (A) use commercially reasonable efforts to provide END USER with an error correction or a work-around which corrects the reported non-conformity or (B) if JAMEX determines such remedies to be impracticable within a reasonable period of time, refund the money END USER paid for the SERVICE being returned. JAMEX does not warrant that the SERVICE will meet END USER's requirements or that operation of the SERVICE will be uninterrupted or that the SERVICE will be error-free. JAMEX provides SERVICE product support through the reseller from whom END USER purchased the SERVICE or directly from JAMEX for a period of twelve (12) months from date of delivery of the SERVICE.

B. THE ABOVE SERVICE PRODUCT WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. THE SERVICE PRODUCT WARRANTY GIVES END USER SPECIFIC LEGAL RIGHTS. END USER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

3. Personal Information:

A. In the event that END USER's use of the SERVICE currently or in the future involves the transmitting, uploading, downloading, storage, management, manipulation or other use of personal information (as defined by the Gramm-Leach-Bliley Act, Payment Card Industry Security Standards Council or other applicable standards or rules relating to electronic transaction processing and personal information, such information referred to herein as "Personal Information"). END USER shall also be responsible for JAMEX's costs (including, but not limited to, fees and costs of consultants, attorneys and other professionals) of all audits relating to Personal Information required by law, including, but not limited to, the costs for non-compliance (e.g., penalties, remediation and re-certification) and all remediation activities.

B. JAMEX shall use commercially reasonable efforts to maintain all of END USER's Personal Information confidential, but JAMEX is not liable for the confidentiality of any Personal Information in the event of unauthorized access, theft or use of such Personal Information, either by END USER, END USER's users, or third parties.

C. The obligations of the parties under this Section 3 shall survive any expiration or termination of this EULA.

4. Data:

A. CUSTOMER DATA. In connection with the SERVICE provided by JAMEX, JAMEX may collect and maintain data and information provided by END USER, END USER's patrons and users (collectively, "Customer Data"). As between JAMEX and END USER, all Customer Data shall be and remain owned by END USER and be END USER's property. JAMEX shall maintain the aspects of all Customer Data identify an individual as confidential. All third parties authorized by JAMEX which may have access to the Customer Data shall be under obligations of confidentiality to maintain the Customer Data as confidential.

B. USE OF CUSTOMER DATA. JAMEX shall have the right to use Customer Data in connection with JAMEX's business, provided that such data shall be anonymized or aggregated such that Personal Information has been de-identified so that one could not link anonymized information back to a specific individual ("Anonymized Data"). All such Anonymized Data shall be the sole property of JAMEX. JAMEX may use, disseminate, share, or transfer the Anonymized Data or any portion thereof in any way JAMEX chooses.

C. JAMEX DATA. JAMEX may also collect data and information in connection with the service that JAMEX provides generally (but not including Customer Data) through its services ("JAMEX Data"). All such JAMEX Data shall be the sole property of JAMEX.

5. Confidential Information: Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of

the information disclosed and the circumstances surrounding the disclosure. Any SERVICE, documentation or technical information provided by JAMEX (or its agents), performance information relating to the SERVICE, and the terms of this Agreement shall be deemed Confidential Information of JAMEX without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. In order for any information to be considered Confidential Information under this EULA, the Disclosing Party must label such information in writing as "Confidential" prior to or contemporaneous with disclosure to the Receiving Party. The obligations under this Section 7 shall, with respect to Confidential Information, continue for a period of two (2) years after disclosure and, with respect to any information considered by and treated as a trade secret by the Disclosing Party, continue until the trade secret status has been lost.

6. Indemnification:

A. Infringement. Subject to END USER's compliance with the terms of this EULA, JAMEX shall indemnify and hold harmless END USER and END USER's officers, directors, employees and agents from and against all claims, arising out of any claim by a third party to the extent such claim alleges that the SERVICE (in each case as provided by JAMEX) infringes any copyright, U.S. patent right, trade secret right, or other intellectual property right provided, however, that END USER must comply with the following terms: JAMEX must have received from END USER: (i) prompt written notice of such claim (but in any event notice in sufficient time for JAMEX to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation by END USER. In the event that the SERVICE is, or in JAMEX's sole opinion is likely to be, enjoined or subject to a claim due to the type of infringement described in this Section 8, JAMEX, at its option and expense, may (a) replace the SERVICE with functionally equivalent non-infringing SERVICE or (b) obtain a license for END USER's continued use of the SERVICE, or, if the foregoing alternatives are not reasonably available to JAMEX (c) terminate this Agreement and refund a pro rata amount, as determined by JAMEX, of the purchase price of the SERVICE. Notwithstanding the above, JAMEX shall have no liability for any infringement claim which: (i) pertains to any SERVICE that has been altered or modified without JAMEX's prior written approval; (ii) is based on use of the SERVICE in conjunction with any item not provided by JAMEX, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by JAMEX; (iii) pertains to any unauthorized use of the SERVICE; (iv) pertains to an unsupported release of the SERVICE; or, (v) pertains to any Open Source SERVICE or other third party code provided with the SERVICE. THIS SECTION 8 SETS FORTH JAMEX'S SOLE LIABILITY AND END USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

B. Data. Other than an unauthorized disclosure of or breach of security of END USER's (or END USER's patrons') Personal Information (the foregoing referred to as a "Data Breach") caused by an act or omission of JAMEX or its representatives, agents and contractors, END USER shall indemnify, defend and hold JAMEX and its representatives, agents and contractors harmless from any losses (including, but not limited to, damage awards, reasonable attorneys fees and costs, cost of notification, remediation, and penalties) JAMEX incurs due to any claim or action related to any Data Breach for any Personal Information END USER or END USER's agents or contractors have transmitted, uploaded, downloaded, stored, managed or in any other way accessed, used or involved SERVICE, or services provided by JAMEX.

C. JAMEX shall indemnify, defend and hold END USER harmless from any losses (including, but not limited to, damage awards, reasonable attorneys' fees and costs, cost of notification, remediation, and penalties) END USER incur due to any claim or action directly resulting from any Data Breach of END USER's (or END USER's patrons') Personal Information to the extent that such losses are due to the direct act or omission of JAMEX or its representatives, agents or contractors.

D. This Section 8 shall survive any expiration or termination of this EULA.

7. Disclaimer of and Limitations on Damages: SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE LIMITATION OR EXCLUSION BELOW MAY NOT APPLY TO END USER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL JAMEX OR ITS LICENSORS BE LIABLE TO END USER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, EVEN IF JAMEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL JAMEX'S OR ITS LICENSORS' TOTAL LIABILITY FOR ANY SERVICES, EXCEED THE FEES PAID BY END USER FOR THE SERVICES (EXCLUDING MAINTENANCE AND SUPPORT SERVICES) WHICH DIRECTLY CAUSED THE DAMAGES ALLEGED. The disclaimers and limitations set forth above in this Section 7 will apply regardless of whether or not END USER accept the SERVICE. The parties agree that the limitations specified in this Section 7 will survive any expiration or termination of this EULA and apply even if any limited remedy specified in this EULA is found to have failed of its essential purpose.

8. U.S. Government Restricted Rights: RESTRICTED RIGHTS LEGEND. All JAMEX products and documentation are commercial in nature. The SERVICE and SERVICE documentation are "Commercial Items", as that term is defined in 48 C.F.R. section 2.101, consisting of "Commercial Computer SERVICE" and "Commercial Computer SERVICE Documentation", as such terms are defined in 48 C.F.R. section 252.227-7014(a)(5) and 48 C.F.R. section 252.227-7014(a)(1), and used in 48 C.F.R. section 12.212 and 48 C.F.R. section 227.7202, as applicable. Consistent with 48 C.F.R. section 12.212, 48 C.F.R. section 252.227-7015, 48 C.F.R. section 27.7202 through 227.7202-4, 48 C.F.R. section 52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable, JAMEX's SERVICE are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this EULA.

9. Export Compliance: END USER acknowledge that the SERVICE is subject to export restrictions by the United States government and import restrictions by certain foreign governments. END USER shall not, and shall not allow any third-party to, remove or export from the United States or allow the export or re-export of any part of the SERVICE or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority.

10. Third-Party Service:

A. The SERVICE may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the documentation, or JAMEX shall provide a list of the Open Source Software for a particular version of the SERVICE to END USER upon END USER's written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this EULA with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

B. End User expressly acknowledges that its license to use the SERVICE may require it to have or obtain, at its sole cost and expense, appropriate hardware and third-party software and/or application licenses. This EULA does not grant any license in or to any other service or software than the SERVICE, and End User is responsible for procuring all necessary third-party software or other hardware or equipment.

C. JAMEX may have incorporated directly in the SERVICE certain software supplied by third parties. JAMEX provides access to such third-party software as part of the licensed SERVICES. END USER acknowledges and agrees that such third-party software is subject to various other terms and conditions imposed by the licensors of such third-party software. Such third-party software is provided "AS IS", with no warranties of any kind. Any third-party software sublicense will terminate when this EULA terminates or when the Services are no longer being used by the End User. End User's use of such third-party software is subject to, and governed by, the specified third-party license terms, except that this Section 10 (Third-Party Service) and Section 7 (Disclaimer of and Limitations on Damages) of this EULA also govern End User's use of the third-party software. End User acknowledges that all third-party licensors and suppliers

in respect of the Software retain all rights, title and interest in their respective software products. End User agrees to comply with such third-party license terms.

11. Professional Services. Upon request and agreement between the parties, JAMEX may provide consulting, training, installation, development, customization, report creation or other services ("Professional Services"). END USER may order Professional Services under a Statement of Work ("SOW") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before JAMEX shall commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the invoice. END USER will reimburse JAMEX for reasonable travel and lodging expenses as incurred. JAMEX shall be deemed the sole owner of any work product created pursuant to the Professional Services, whether created solely by JAMEX or jointly with END USER or END USER's contractors. Subject to END USER's full payment of any and all fees pursuant to the applicable SOW, JAMEX grants to END USER the limited, nontransferable right to use any deliverables (including any documentation, code, SERVICE, training materials or other work product) (collectively referred to as the "Deliverables") delivered as part of the Professional Services solely in connection with END USER's permitted use of the SERVICE, subject to all the same terms and conditions as apply to END USER's SERVICE license (including the restrictions set forth in Section 1B), and subject to any additional terms and conditions provided with the Deliverables.

12. General: This EULA is the entire agreement between END USER and JAMEX relating to the license and use of the SERVICE and Hardware. This EULA may only be modified by a written document which has been signed by both END USER and an authorized representative of JAMEX. JAMEX may terminate this EULA upon END USER's breach of any term contained herein. Upon termination, END USER shall cease use of, uninstall or render inoperable, and delete destroy all copies of the SERVICE. The disclaimers of warranties and damages and limitations on liability shall survive termination. No provision of any purchase order or other business form employed by END USER will supersede the terms and conditions of this EULA, and any such document relating to this EULA shall be for administrative purposes only and shall have no legal effect. The parties to this EULA are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13. Governing Law; Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

14. Contact Us: Should END USER have any questions concerning this EULA, or if END USER desires to contact JAMEX for any reason, please email sales@jamexvensing.com or write to: JAMEX, Inc., 2415 N. Triphammer Rd., Ithaca, NY 14850 USA,

Revised Mar 2021 © 2021 JAMEX, Inc. All Rights Reserved.