

iSpring Web Services Subscription Agreement

ATTENTION: THIS IS A LEGALLY BINDING CONTRACT THAT SHOULD BE READ IN ITS ENTIRETY BEFORE USING ISPRING WEB SERVICES ("SERVICES"). YOU (THE "CUSTOMER") HEREBY ASKED TO ACCEPT THESE TERMS AND CONDITIONS OF ISPRING WEB SERVICES SUBSCRIPTION AGREEMENT (THE "AGREEMENT") WHICH WILL GOVERN YOUR PROVISION OF MATERIAL TO ISPRING SOLUTIONS AND ITS AFFILIATES FURTHER DEFINED HEREIN AS "LICENSOR" AND YOUR USE OF THE LICENSOR WEB SERVICES. BY CLICKING THE BUTTON WHILE REGISTERING YOUR ISPRING ACCOUNT, YOU ARE CONSENTING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU ASSERT THAT YOU HAVE THE AUTHORITY TO BIND STATED ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO STATED ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE AND ACCEPT THE TERMS, YOU HAVE NO RIGHT TO USE THE WEB SERVICES.

AS A CUSTOMER YOU MAY NOT ACCESS THE SERVICES IF YOU ARE A DIRECT COMPETITOR TO LICENSOR, EXCEPT WITH LICENSOR'S PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING ITS AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

1. Definitions.

"Active User" means an End User that accesses the Software Services or accesses any online course during an applicable billing period, regardless of the number of accesses during such billing period, the number of courses accessed during such billing period, or whether or not such End User completes the online course.

"Affiliate" means any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with the subject entity; "control" (including, with its correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Content" means all visual, written or audible data, information or material including, without limitation: documents, spreadsheets, text messages, form entries, web pages, and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Software Services by the Customer or the End User.

"Controller" means the entity, which determines the purposes and means of the processing of personal data as defined in applicable Data Protection Laws and Regulations.

"Customer" means the individual or the legal entity who activates Software Services provided by Licensor and assumes payment responsibility for the Licensor.

Customer Data means electronic data and information submitted by or for Customer to the Software Services or collected and processed by or for Customer using the Software Services, excluding Content.

"Documentation" means the user documentation and associated materials or files related to the Software Services and provided in written, "online" or electronic form.

"DPA" means the Data Processing Agreement between Customer as Controller and Licensor as Processor.

"Data Protection Laws and Regulations" means all laws and regulations, including but not limited to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, (General Data Protection Regulation, "GDPR").

“End User(s)” means all individuals who are authorized by Customer to use the Software Services, for whom Customer have purchased the Software Services, and for whom Customer (or Licensor at Customer’s request) has supplied a user identification and password. End Users may include, for example Customer’s employees, consultants, contractors and agents and third parties with which Customer transacts business.

“End User Data” means electronic data and information submitted by or for any end User to the Software Services or collected and processed by or for any End User using the Software Services, excluding Content.

“Initial Term” means the first Subscription Term of this Agreement, as reflected in the invoicing terms specified in the applicable invoicing or packaging for the Software Services.

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

“Processor” means the entity, which processes personal data on behalf of the Controller as defined in applicable Data Protection Laws and Regulations.

“Renewal Term(s)” means successive renewal periods during which the Customer subscribes to the Software Services.

“Software Services” means the at all times current version of the web services, software programs contained on or available through the Software Services, and other services related thereto provided to the Customer by Licensor in accordance with this Agreement. The Services are offered as a Software as a Service. In addition, the Software Services may include additional services and add-ons, including third party software, as agreed between the Customer and Licensor on a subscription or case-by-case basis.

“Subscription Term” means the contract period specified in an applicable invoicing or packaging for the Software Services, during which the Customer subscribes to the Software Services.

“Terms of Use” means the terms and conditions, available at the Website <https://www.floralms.com/>, to which all Users agree by completing the user registration form (creating a user account). To the extent the Terms of Use conflict with the Agreement, the terms of the Agreement shall control.

“Trial Service” means a Software Service, which is provided free of charge or which is under development or evaluation and is marked “free”, “demo”, “trial”, “beta” or “evaluation” (or a similar designation).

“Use” or “Usage” means accessing and using the Software Services, downloading any products or uploading any material associated software, and other services related thereto.

“Website” means Licensor’s web site at <https://www.floralms.com/>.

2. Warranties and Disclaimers

2.1. LIMITED WARRANTY. Licensor represents and warrants that (i) it will provide the Software Services in a manner consistent with general industry standards reasonably applicable to the provision thereof (ii) it has all rights, licenses, consents and authorizations necessary to grant the rights and licenses granted in this Agreement; (iii) the Software Services delivered under this Agreement will operate substantially in conformity with its Documentation under normal use and circumstances; (iv) the Documentation accurately and completely reflects all material features and functions of the Software Services; (v) it shall comply with all applicable federal, state and local laws, rules, and regulations when performing its obligations under this Agreement; and (v) to Licensor’s knowledge, the Software Services do not contain, and will not transmit to Customer or its systems, any viruses, Trojan horses, timebombs, or any other code, programs or mechanisms that disrupt, modify, delete, harm, or otherwise impede the operation of computer systems.

2.2. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, ALL CONTENT, SOFTWARE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OR RELIABILITY OF RESULTS FROM USE OF THE SOFTWARE SERVICES, THAT THE SOFTWARE SERVICES WILL MEET SPECIFIC REQUIREMENTS, THAT THE SOFTWARE SERVICES WILL

BE UNINTERRUPTED, COMPLETELY SECURE, FREE OF SOFTWARE ERRORS, OR THAT DEFECTS AND DEFICIENCIES IN THE SOFTWARE SERVICES WILL BE CORRECTED OR AS TO THE OPERATION OF THE SERVICES.

2.3. The Software Services may contain references to specific Licensor products and services that may not be (readily) available in a particular country. Any such reference does not imply or warrant that any such products or services shall be available at any time in any particular country.

3. Limitation of Liability

3.1. Subject to the limitations set forth in this Agreement, each Party shall only be liable for direct damages.

3.2. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION), UNDER ANY THEORY OF LIABILITY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE SERVICES OR THIS AGREEMENT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST EITHER PARTY PERTAINING TO OR IN CONNECTION WITH THE SOFTWARE SERVICES MUST BE COMMENCED AND NOTIFIED TO THE OTHER PARTY IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE.

3.3. In the event of major defects that seriously impede the Customer's use of the Software Services and that are attributable to Licensor, Licensor shall make commercially reasonable efforts to rectify such defect. In the absence of intent or gross negligence by Licensor, Licensor otherwise assumes no responsibility for defects or deficiencies in the Software Services. Error notification must be given by the Customer in accordance with the instructions announced by Licensor and within a reasonable time of the discovery of the defect.

3.4. The Customer shall not be entitled to a reduction in payment, or to damages or other sanctions in the event of operational disruption or errors that impede data traffic that are not due to negligence by Licensor.

3.5. Each party's liability under this Agreement, including the DPA, shall, except for claims related to intellectual property, either Party's breach of the confidentiality provisions or either Party's liability under the DPA and Data Protection Laws and Regulations, under all circumstances be limited to direct losses in an amount corresponding to the agreed fees paid by the Customer for the Software Services during the period of twelve (12) months immediately prior to the breach of contract that entitles a party to damages. The foregoing shall not limit each Party's obligations under Section 14 below.

3.6. Some jurisdictions do not allow the exclusion of implied warranties or limitations therefore, the above limitations may not apply to either Party.

4. License Grant

4.1. Subject to the terms and conditions of this Agreement or in an applicable invoicing or packaging for the Software Services, Licensor hereby grants to the Customer a non-transferable, non-exclusive, non-sublicensable limited term world-wide right and license to allow End Users to remotely access and use the Software Services for Customer's own projects.

4.2. Maintenance. Customer acknowledges that certain maintenance activities regarding the Software Services may be necessary or appropriate from time to time, including bug fixes, software updates, feature updates, and the addition of new applications and new modules. In most instances, the Licensor's infrastructure is designed to support updates by the Licensor engineering and support teams without the need to interrupt the Software Services. Where such maintenance activities are not reasonably anticipated to materially impact Customer's use of the Software Service, Licensor will have no obligation to provide notice to Customer regarding such maintenance activities, although Licensor generally does so, in the ordinary course, at least (24) twenty four hours in advance of the same. If Licensor reasonably determines that maintenance activities will require an unavailability or outage of the Software Services in excess of ten (10) consecutive minutes, Licensor will give Customer advance notice of the same. Licensor will use commercially reasonable efforts to perform routine scheduled maintenance during nonbusiness hours.

4.3. Licensor undertakes, in its sole discretion, to adopt commercially reasonable measures in order to ensure that the Software Services are available over the Internet around the clock, seven (7) days a week. Licensor shall be entitled to take measures that affect the aforementioned accessibility where Licensor deems such to be necessary for technical, maintenance, operational, or security reasons. The Customer is aware and acknowledges that the Customer's access to the Internet cannot be guaranteed and that Licensor shall never be liable for deficiencies in the Customer's own Internet connections or equipment.

4.4. The Customer shall be entitled, with or without compensation from End Users, to provide End Users with access to the Customer's Content and the Software Services. The Customer is aware of and acknowledges that the Customer is fully liable for the End Users to whom the Customer affords access to the Software Services. The Customer shall not charge an End User any fee for its use of the Software Services in excess of the Customer's direct costs to Licensor for such End User's participation.

4.5. Licensor shall be entitled to retain subcontractors, including third party software suppliers, for the performance of obligations in accordance with this Agreement. Licensor shall be liable for the subcontractors' work and services in the same manner as for its own work and services.

4.6. Customer Support. Licensor will use commercially reasonable efforts to provide Customer with email and telephone 24-hour, 7-day-a-week support for the Software Services in accordance with its standard practices and Software Maintenance and Support Services Agreement ("Maintenance and Support Services") available at <http://www.ispringsolutions.com/maintenance-and-support-services-agreement>. Customer may extend the Maintenance and Support Services, as available, by signing up and paying the appropriate annual subscription and fees to Licensor.

4.7. Licensor reserves the right to make changes or updates with respect to or in the content of the Services or the format thereof at any time without notice.

5. Account Terms

5.1. Subscriptions. Unless otherwise provided in the applicable invoicing terms a) Software Services are purchased as Subscriptions, b) subscription may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscription is added, and c) any added subscriptions will terminate on the same date as the underlying subscriptions.

5.2. Usage Limits. Software Services are subject to usage limits, specified in the applicable invoicing terms. Unless otherwise specified, a) a quantity in the invoicing terms refers to End Users, and the Software Services may not be accessed by more than that number of End Users, b) an End User's password may not be shared with any other individual, and c) an End User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Software Services with prior notice to the Licensor. If Customer exceeds a contractual limit of End Users, Customer will execute invoicing terms for additional quantities of the applicable Software Services promptly upon Licensor's request, and/or pay any invoice for excess Usage.

6. Customer Obligations.

6.1. The Customer shall always comply with the security and administrative regulations as notified in conjunction with registration, by e-mail, as made available on the Website, or in any other manner. The Customer shall also be responsible for notifying End Users of such regulations and also the End User's fulfillment regarding such regulations.

6.2. The Customer shall ensure that all details provided regarding the Customer's personal data, contact information, billing information (such information being "Customer Data") and End User Data, and where applicable, are correct, true, accurate, current and complete and undertakes to update such information as soon as commercially reasonable when changes to such information occurs. If Customer or any End User provide any information that is untrue, inaccurate, not current or incomplete, or Licensor has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Licensor has the right to suspend or terminate Customer's or that End User's account and refuse any and all current or future use of the Software Services, or any portion thereof.

6.3. The information Customer or End User provide to Licensor during the Software Service's registration process will help in offering content, customer service, and network management. For additional information on how Licensor uses Customer's and End User's information, please see the Licensor's Privacy Policy at <https://www.floralms.com/privacy-policy>.

6.4. The Customer shall be responsible for the activities conducted by the Customer and the End Users, including a minors who are at least 16 years old, within the Software Services and shall use the Software Services in compliance with national laws in conjunction therewith. All Content uploaded to, transferred through, publicly posted, processed or entered into the Software Services by the Customer and/or End Users shall be the sole responsibility of the Customer.

6.5. The Customer shall be responsible for monitoring its Content and shall be liable vis-à-vis Licensor for ensuring that Content transferred to or handled within the Software Services which is processed by the Customer and/or End Users does not infringe any third party rights nor in any other manner violates governing legislation, and that the Customer and End Users possess such necessary licenses from third parties as may be required in order to process the Content/use the Software Services.

6.6. The Customer undertakes to use the Software Services in such a manner that such use does not prevent or disrupt other computer communications or mobile telephone communications or prevent or disrupt the equipment employed in order to provide and use the Software Services.

6.7. The Customer is aware of and acknowledges that it is not permitted to use the Software Services in order to gain material in violation of applicable national law.

6.8. The Customer undertakes not to use the Software Services in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Software Services in any other manner incompatible with the purpose intended.

6.9. The Customer undertakes not to provide access to the Software Services to anyone else than End Users who have completed the registration form and thereby agreed to this Agreement. End User accounts cannot be shared or used by more than one (1) individual End User, a single End User account shared by multiple people is not permitted. The Customer is responsible for managing the End Users right to use the Software Services.

6.10. The Customer shall remain liable for the End Users' use of the Software Services under this Agreement and ensure that Users perform their obligations towards Licensor.

6.11. Customer may create separate End User accounts for as many End Users as Customer plan allows. End User account means a unique account established by Customer in order to gain access and utilize the Software Services under Customer account by End Users.

6.12. The Customer is obligated to notify Licensor regarding any suspected breach of these provisions.

7. Security, Passwords

7.1. The Customer or each End User will receive a password and account designations upon completing the registration process. Customer or any End User are solely responsible for maintaining the confidentiality of Customer's or End User's account(s) and password(s), and are fully responsible for all activities that occur under Customer's or End User's password or user identification.

7.2. The Customer shall ensure that End User identities, passwords, and equivalent obtained by the Customer in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The Customer shall be liable for any unauthorized use of the Software Services. Licensor shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.

7.3. Where it is suspected that any unauthorized person has become aware of a user identity and/or password, the Customer shall immediately inform Licensor thereof and also change such user identity and/or password.

7.4. The Customer shall be liable for losses or damage incurred by Licensor where the Customer intentionally or negligently reveals an End User identity/password to a third party or where an End User

identity and password otherwise become known to an unauthorized party, unless the Customer notifies Licensor immediately upon suspicion that such has occurred.

7.5. Licensor shall adopt reasonable measures to ensure that the security of the Software Services meet relevant industry standards.

8. Usage Restrictions

Customer will not (a) make the Software Services available to, or use the Software Services for the benefit of, anyone other than Customers or End Users, (b) sell, resell, license, sublicense, distribute, rent or lease the Software Services, or include the Software Services in a service bureau or outsourcing offering, (c) use the Software Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Software Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Software Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Software Services or its related systems or networks, (g) permit direct or indirect access to or use of the Software Services in a way that circumvents a contractual usage limit, (h) copy the Software Services or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Software Service, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes or as permitted in the Documentation, or (k) access the Software Services in order to build a competitive product or service, or (l) reverse engineer the Software Services (to the extent such restriction is permitted by law). Customer may not use the Software Services for any illegal or unauthorized purpose. Customer must not, in the use of the Software Services, violate any laws in Customer's jurisdiction (including but not limited to copyright laws).

9. Trial Services

9.1. If you register on the Website for Trial Services, Licensor will make one or more Software Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Software Service(s), or (b) the start date of any purchased subscriptions ordered by you for such Software Service(s). Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. One person or legal entity may not maintain more than one trial account.

9.2. Trial Software Services are provided strictly "as is". You may use a Trial Software Service in a manner consistent with the terms and conditions of this Agreement, but Licensor may, at its sole discretion, disable certain features of a Trial Software Service and enforce time limits on your right to use the same. In light of the fact that a Trial Software Service is provided free of charge, Licensor disclaims all warranties, representations, and liabilities as set forth in this Agreement and Licensor shall not be liable for damages of any kind related to your use of a Trial Software Service.

9.3. ANY DATA YOU ENTER INTO THE SERVICES, ANY CONTENT YOU MAKE AVAILABLE THROUGH THE SOFTWARE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SOFTWARE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE FROM LICENSOR A SUBSCRIPTION TO THE SAME SOFTWARE SERVICES AS THOSE COVERED BY THE TRIAL SOFTWARE SERVICES, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD.

10. Customer and End User Content

10.1. By entering into this Agreement and uploading, sending, providing or otherwise making available Customer's and End User's Content to Licensor Customer and End User are directing and authorizing Licensor to, and granting Licensor a royalty-free, non-exclusive right to, host, cache, route, transmit, store, copy, perform, display, in order to (i) host the Content on Licensor's servers, (ii) index the Content. Customer hereby represents and warrants that (i) Customer has all the necessary rights, titles, and/or interests (including all proprietary rights) in Content to grant such right; (ii) as granted and as used in connection with Licensor Website, Software Services and products, does not and will not violate any

intellectual property rights of any third parties; and (iii) that Customer's granting of the License and the use of the Content as authorized by the right does not violate any law (including, without limitation, privacy, export control, obscenity and anti-spam laws), (iv) the License does not violate any agreement or order to which Customer is a party or by which Customer or Customer's assets are bound nor require any consent from any person, entity or government authority and (v) the Content can be used by Customer for any business purposes. Customer further represents and warrants to Licensor the following: (a) Customer is at least 16 years of age if Customer is a natural person; (b) all of the information provided by Customer to Licensor is correct and current (including without limitation information Customer provides in the registration form); (c) the Content is not, in whole or in part, pornographic or obscene; (d) Customer holds and will continue to hold the necessary rights, including but not limited to all copyrights, trademark rights and rights of publicity in and to the Content to enter into this Agreement and to grant the rights granted herein; (e) Customer has the legal right and authority to enter into this Agreement, to perform the acts required of Customer under the Agreement, and to grant the rights and licenses described in this Agreement.

10.2. On occasion, Licensor may ask for Customer's written permission to use the Content, courses, designs and customizations for promotional and/or marketing purposes.

11. Ownership Rights

11.1. For Licensor. Copyright, trademark and all other proprietary rights in the Services and the Software (including but not limited to software, services, audio, video, text, photographs, specific content, products, materials, services or information contained on or available through the Services) rests with Licensor or its licensors. All rights in the Services and the Software not expressly granted herein are reserved. Customer agrees not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Services and the Software except as expressly authorized herein. Except as otherwise provided, the content created with the Software and published through the Services may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the content available through the Services and the Software, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of Licensor is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.

11.2. Licensor hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Licensor disclaims any proprietary interests in the intellectual property rights other than their own.

11.3. For Customer. All title, ownership rights, and intellectual property rights in the Content that Customer or End User owns, and that Customer or End User upload to the Services, will remain owned by that Customer or End User.

11.4. Third Party Rights. Licensor's Software Services and Software may operate in conjunction with or using certain third party tools, formats, software or products ("**Third Party Components**") and Licensor expressly disclaims any liability relating to such functionality. Any Third Party Components incorporated into or accompanying Licensor's Software Services and Software is third parties' intellectual property and is protected by United States, and international copyright laws and applicable treaties. Licensor has obtained such rights, permissions and consents as are necessary for Licensor to use the Third Party Components in conjunction with the Licensor's Software Services and Software as licensed by this Agreement. Customer hereby acknowledges that under this Agreement Licensor provides Customer only with a right of limited use under the terms and conditions of this Agreement. And Customer hereby agrees and confirms to use the Third Party Components only in conjunction with Licensor's Software Services and Software, as permitted by this Agreement.

12. Unlawful or Prohibited Use

12.1. Customer may not use the Software Services and the Software for any purpose that is unlawful, prohibited by this Agreement, or in any way interferes or attempts to interfere with the proper working of the Software Services and the Software. Customer may not use the Software Services and the Software in any manner that could damage, disable, overburden, or impair the Software Services and the Software, or that interferes with any third party's use and enjoyment of the Software Services and the Software. Customer

agrees not to modify or cause to be modified any files that are available in or through the Software Services and/or use any third-party software that intercepts, "mines," or otherwise collects information from or through the Software Services and the Software. Customer may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Licensor to all users of the Software Services and the Software. Customer shall not institute, assist, or become involved in an attack upon any Licensor server or otherwise attempt to disrupt the Licensor servers.

12.2. ANY ATTEMPT BY CUSTOMER TO DAMAGE LICENSOR SERVERS OR UNDERMINE THE LEGITIMATE OPERATION OF LICENSOR IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE OR ASSISTANCE FOR SUCH AN ATTACK BE PROVIDED, LICENSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Indemnification

13.1. Customer hereby agrees to indemnify and hold harmless Licensor, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of Customer breach of this Agreement and any third party claims arise from Customer's and End User's Content inputted in the Software Services, provided that Customer has been notified promptly in writing of such claim, and given authority, information, and assistance to handle the claim or the defense of any suit, proceeding or settlement and that Licensor has not compromised or settled the claim, suit or proceeding without Customer's prior written consent.

13.2. Licensor hereby agrees to indemnify and hold harmless Customer, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of Licensor's breach of this Agreement and any third party claims that the authorized use of the Software Services furnished by Licensor under this Agreement constitutes an infringement of any third party intellectual property right; provided that Licensor has been notified promptly in writing of such claim, and given authority, information, and assistance to handle the claim or the defense of any suit, proceeding or settlement and that Customer has not compromised or settled the claim, suit or proceeding without Licensor's prior written consent, and provided further that Licensor shall have no obligations under this Section 14 to the extent any claim is based on the combination or use of the Software Services with other software, hardware or services not furnished by Licensor or use of the Software Service in a manner prohibited under this Agreement, in a manner for which it was not designed where the Software Services would not otherwise itself be infringing.

13.3. In the event that the Software Services in such suit or proceeding are held to constitute an infringement, or if in Licensor's reasonable opinion the Software Services may constitute such infringement, and/or its further use is enjoined, Licensor shall, at its own expense and at its option, either (i) procure for Customer the right to continue the use of the Software Services, or (ii) replace the Software Services with non-infringing services of materially equivalent function and performance, or (iii) modify the Software Services so that it becomes non-infringing without materially detracting from function or performance. Should none of these measures be technically, commercially or economically reasonable to Licensor, then either party may terminate this Agreement. Upon such termination, Licensor shall refund the amount of fees paid in advance in respect of not yet used the Software Services.

14. Term and Termination

14.1. Initial Term. This Agreement shall commence when the Customer purchases the Software Services or otherwise legally obtains the license to use the Software Services. This Agreement shall continue through the Initial Term as reflected in the invoicing terms specified in the applicable invoicing or packaging for the Software Services, and will renew automatically at the end of the Initial Term and at the end of each

term thereafter unless and until the Customer gives notice of his/her intention to terminate a purchased subscription pursuant to the terms of this Agreement. Unless earlier terminated as provided herein, this Agreement shall continue in full force and effect until the termination or expiration of the Initial Term or last Renewal Term in effect (the "Agreement Term").

14.2. Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

- (a) By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 (thirty) days after written notice of such breach is delivered to such other party;
- (b) By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws;
- (c) By Licensor if any amounts owed remain unpaid for more than fifteen (15) days following written notice of such unpaid amounts being delivered to the Customer.
- (d) By Licensor immediately in the event of any verbal or written abuse (including threats of abuse or retribution) by any Customer or the End User, employee, officer, agent, or representative directed toward any Licensor customer, employee, or officer.

14.3. Effect on Termination. Upon termination of this Agreement for any reason, all rights and licenses granted by Licensor hereunder to Customer will immediately cease. Upon any duly effected termination of this Agreement pursuant to Section 14.2. (a) or (b), Licensor shall refund any pre-paid but unearned fees to Customer.

14.4. Upon any expiration or termination of this Agreement, Licensor shall make Customer's Content reasonably available to it for a period of thirty (30) days.

14.5. Surviving Provisions. The Sections titled "Fees and Payment Terms, Refunds, Active Users", "Ownership Rights", "Confidentiality", "Warranties and Disclaimers", "Indemnification", "Limitation of Liability", "Effect of Termination", "Personal Data, Privacy, Disclosure", "Governing Law" will survive any termination or expiration of this Agreement.

15. Fees and Payment Terms, Refunds, Active Users

15.1. Invoicing and Payment. The Customer shall pay fees for the Software Services in the amounts and payable on the terms set forth in the applicable invoicing terms. The Fees may be made by Customer through use of an authorized credit card or, if agreed to by Licensor, by another method of payment. Licensor reserves the right to change the Fees or applicable charges upon fifteen (15) days prior notice to Customer (which may be sent by email to the address Customer have most recently provided to Licensor).

14.2. The Customer undertakes to make payment of invoices, in the currency stated on the invoice, into the account stated on the invoice.

15.3. The Software Services provided by the Licensor are billed in advance on the payment terms specified in the applicable invoicing or packaging for the Software Services. Interest on overdue payments shall be payable according to law. After the Initial Term, and at the beginning of each Renewal Term thereafter, the fees for such upcoming Renewal Term shall be revised to reflect Licensor's then-current fees for the applicable Software Services. If any amount owing by Customer under this Agreement for the Software Services is thirty (30) or more days overdue, Licensor may, without limiting other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Software Services to Customer until such amounts are paid in full. Licensor will give Customer at least 7 days' prior notice that Customer's account is overdue before suspending Services to Customer. In addition, Licensor may terminate a Subscription, delete and destroy

the Customer's Content and to immediately terminate this Agreement in the event of overdue payments in excess of thirty (30) days.

15.4. Except as otherwise specified herein or in the invoicing terms, (i) fees are based on the Software Services and the Software purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term.

Except as otherwise set forth in this Agreement, in the event of early termination of the Agreement, the Customer shall not be entitled to a refund of any prepaid fees.

15.5. Active Users. If set forth in the applicable invoicing or packaging for the Software Services, the fees for accessing the Software Services are determined based on the number of Active Users in any billing period. If set forth in the applicable invoicing or packaging for the Software Services, the billing periods for measuring Active Users will be the one-month periods beginning on the Effective Date and on each one-month anniversary of the Effective Date thereafter, continuing through the end of the Subscription Term, as applicable. Fees for additional Active Users in excess of the authorized number of Active Users set forth in the applicable invoicing or packaging for the Software Services in each billing period (each, an "Extra User") will be invoiced to Customer in arrears in the amount specified in the applicable invoicing or packaging for the Software Services. Licensor reserves the right, by notice and use of appropriate and reasonable measures, to audit the number of Active Users during any active billing period, to determine Customer's compliance with Active User limitations and Customer will provide all reasonable assistance to Licensor in any exercise of such rights.

15.6. Automatic Subscription Renewals. To allow payment for the initial term of a Subscription, valid credit card information is due at the time of purchase. Customer agrees to pay Licensor the fees associated with a purchased Subscription.

15.6.1. A purchased Subscription will renew automatically at the end of the Initial Term (the "Billing Date") and at the end of each term thereafter unless and until Customer gives notice of his/her intention to terminate a purchased Subscription pursuant to the terms of this Agreement. If Customer does not give Licensor notice of such intention, Customer's credit card will be charged for the renewal term of a purchased Subscription on Customer's Billing Date. Unless otherwise notified in advance by Licensor pursuant to this Agreement, the renewal charge will be equal to the original purchase price for a Subscription.

15.6.2. Notice of Automatic Renewal. If applicable, Licensor will send a reminder email to the email address of record for Customer's account approximately one week before Customer's Billing Date. Customer acknowledges and agrees that this notice is provided as a courtesy only, and Licensor is not obligated or required to provide such notice. Customer acknowledges and agrees that (i) Customer's failure to read, (ii) inability to receive, or (iii) the failure of Licensor to send the email does not create any liability on the part of Licensor.

15.7. Termination or Cancellation.

a) By Licensor.

(i) If payment is not made on the Billing Date, as described in Section 15.6.1. above, Customer will have until the one (1) month anniversary of Customer's Billing Date (in Texas and Massachusetts, this grace period will be thirty-one (31) days) to correct the credit card information on file and post a payment to Customer's Subscription. If after the expiration of this grace period Customer has not made any payment on Customer's Subscription, Customer's non-payment may result in suspension of the Software Services to Customer and subsequent termination of Customer's Subscription.

(ii) If payment cannot be charged to Customer's credit card or Customer's charge is returned for any reason, including through a chargeback, Licensor reserves the right, in its sole and absolute discretion, to suspend

or terminate Customer's access and account, thereby terminating this Agreement and all obligations of Licensor hereunder. If a charge made to Customer's credit card is declined, Licensor may make up to five (5) attempts to bill that card over a thirty (30) day period.

(iii) If Customer wishes to reactivate his/her Subscription after such termination, there will be no setup or reactivation fees, *provided, however*, accounts terminated for non-payment will be reactivated only on receipt of the full amount past due and a written request to reinstate the account. When an expired account is reactivated, the new term begins on the date of reactivation. When an expired Subscription is reactivated, the new term begins on the date of reactivation.

(iv) Licensor reserves the right to cancel automatic renewals upon fifteen (15) days prior notice to Customer (which may be sent by email to the address Customer has most recently provided to Licensor).

b) Cancellation by Customer. Customer will have the right to cancel his/her Subscription by calling Licensor's Customer Care Center at +1 (844) 347-7764 or by cancelling online. After such cancellation, Customer's Subscription will remain active until the end of then-applicable period.

16. Taxes

All disbursements, prices and fees payable to Licensor hereunder shall be paid free and clear of any deduction or withholding on account of taxes. Licensee shall be responsible for all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future imposed by any governmental entity upon the sale, use or receipt of the Product, with the sole exception of Licensor's income taxes. Licensee shall cover all fees and processing expenses for charge backs, frauds, and refunds. Notwithstanding anything to the contrary herein, Licensee shall be solely responsible for any value added taxes collections, payments and related registrations arising in any way out of or relating to this Agreement. If and when Licensor has the legal obligation to collect such taxes, Licensor will invoice Licensee the amount of such taxes, and Licensee will pay such amount unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority. Licensee will provide Licensor with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Licensor to establish that such taxes have been paid. The parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

17. Confidentiality

17.1. "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer and User Data; Licensor Confidential Information includes the Services and content available through the Services; and Confidential Information of each Party includes the terms and conditions of this Agreement and all invoicing terms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of the Confidential Information.

17.2. The Receiving Party shall not disclose to any third party, or otherwise make available, the Confidential Information received from the Disclosing Party within the scope of the Agreement without the Disclosing Party's prior written consent. The duty of confidentiality shall remain in force notwithstanding the termination of the Agreement.

17.3. Licensor shall be entitled to review Content, which is publicly posted through the Software Services' web publication features. Licensor also reserves the right to analyze usage patterns in an aggregated form.

17.4. Except for Content mentioned above and other than pursuant to the Customer's instructions, legal provisions, public authority regulations or court orders, Licensor shall not be entitled to review Content processed by the Customer via the Software Services.

18. Personal Data, Privacy, Disclosure

18.1. Licensor will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer and End User Data, as described in the security whitepaper available by request of the Customer. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by Licensor personnel except (a) to provide the purchased Software Services and prevent or address service or technical problems, or (b) as Customer expressly permits in writing.

18.2. In order for the Customer to be able to use the Software Services, the Customer must provide certain data to Licensor regarding the Customer's representatives, including but not limited to full name, e-mail address, telephone number, the name of the Customer's organization and the title the Customer's representative. Following receipt of such data, Licensor will process the same using automatic data processing in order to enable Licensor to administer and otherwise perform its obligations within the scope of the Software Services and to ensure that unauthorized persons do not gain access to the Software Services.

18.3. In addition, in order for the Customer to be able to use the Software Services, the Customer must also allow Licensor to store and retrieve session information on the Customer's representatives' end terminal equipment, through the use of "cookies". The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Software Services and to ensure that unauthorized persons do not gain access to the Software Services.

18.4. The Customer will be responsible for determining the purposes and means of the processing of the Content and any End User personal data provided by End Users of the account, and Customer shall when considered to be the Controller, in its use of the Software Services, process personal data of the End Users in accordance with the requirements of Data Protection Laws and Regulations. Customer shall in such event has the sole responsibility for the accuracy, quality, and legality of personal data and the means by which Customer acquired personal data.

18.5. The Customer is aware of and acknowledges that End Users must provide personal data in order to gain access to the Software Services. Customer shall use its best endeavors to ensure that such personal data is provided by the End Users. If third party applications are made available by Licensor within the Software Services, or if an End User initiates or accepts to copy or export Content or personal data from the Software Services to a non-Licensor application, Customer acknowledges that Licensor may allow such third party application provider access to Content and personal data as required for the interoperation of such embedded, linked or interacted applications.

18.6. If Licensor at any time has access to personal data stored in the Customer's account owned by the Customer, Licensor is considered to be a Processor to Customer, Licensor shall fulfil its obligations as a Processor in accordance with Data Protection Laws and Regulations, and will furthermore accept such assignment based on the instructions, terms and conditions in the DPA, executed by the parties, which shall form an integrated part of this Agreement.

18.7. Licensor's information gathering and dissemination practices are set forth in the Licensor's Privacy Policy, which is available at <https://www.floralms.com/privacy-policy>.

18.8. The Customer accepts that Licensor is not obliged to disclose information to Customer in respect of individual End Users use of the Software Services.

19. Disclosure Legally Compelled or Required.

In the event Receiving Party becomes legally compelled, required or requested by an applicable court or regulatory agency to disclose any Confidential Information of a Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice thereof, unless providing such notice would violate

applicable law or regulation, and reasonably cooperate, at the Disclosing Party's option and expense, with the Disclosing Party so that the Disclosing Party may prevent, limit or otherwise respond to such disclosure requirement. Notwithstanding the foregoing, if a Receiving Party is required by applicable securities laws, rules or regulations or stock exchange requirements to disclose or describe Confidential Information of a Disclosing Party, it will use reasonable efforts to notify the Disclosing Party before complying with such laws, rules and regulations. The Receiving Party agrees to furnish, disclose or describe only that portion of the Confidential Information, which is legally required (in the opinion of its counsel).

20. Modifications.

20.1. This Agreement, except for the DPA, may be amended by Licensor at any time by providing the new terms and conditions for Customer to accept available on the Website or when Customer next logs in to the Services. Additionally, please check the Terms of Use published on the Website at https://www.floralms.com/terms_of_use regularly to ensure that you are aware of all terms governing your use of the Website.

20.2. Where the Customer does not accept the amendment, the Customer shall be entitled, within thirty (30) calendar days from the amendment being published on the Website, provided that the changes have an adverse effect, that could not be considered as minor, on the Customer, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Customer within the aforementioned time, the Customer shall be deemed to have accepted the new terms and conditions.

20.3. Notwithstanding the foregoing, Licensor reserves the right, in its sole discretion, to make any changes to the Software Services and Software that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Licensor's services to its customers, (ii) the competitive strength of or market for Licensor's services, or (iii) the Software Services' cost efficiency or performance; or (b) to comply with applicable law; provided that no such changes have the effect of materially degrading the functionality of the Software Services.

21. Force Majeure

21.1. A Party shall be released from liability in damages and other sanctions where the performance of a specific obligation (other than for delay in the payment of amounts due and payable hereunder and the maintenance of confidentiality) is prevented or rendered onerous due to circumstances beyond a Party's reasonable control and which could not reasonably have been foreseen. Such force majeure events include, inter alia, labor conflicts, lightning, fire, decisions of public authorities or other public regulations, errors in another operator's network, delays in services from subcontractors due to events as stated above, general scarcity of transport, goods, or energy, or other similar circumstances.

21.2. Where a Party's performance is prevented for a period in excess of three (3) months due to an event as stated above, either Party shall be entitled to terminate the Agreement in writing, whereupon Licensor shall, within 30 (thirty) days of such termination, reimburse Customer for prepaid Fees for the Software Services not yet performed, on a pro rata basis.

22. Feedback

Customer may from time to time provide suggestions, comments or other feedback to Licensor with respect to any product, material, software or information provided by Licensor (hereinafter "**Feedback**"). Customer agrees that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for Licensor. However, Licensor shall not disclose the source of any feedback without the providing party's consent. Licensor shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to Customer. The foregoing shall not, however, affect either Party's obligations hereunder with respect to the information protected pursuant to the privacy policy.

23. Assignment.

This Agreement, the License, rights and obligations provided hereunder may not be assigned, in whole or in part, without the prior written consent of either Party. Any attempt of assignment without such consent shall be null and void and of no force and effect.

24. Publicity.

Neither Party shall issue publicity and general marketing communications concerning their relationship without the prior written consent of the other Party and neither Party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law).

25. Governing Law; Export Controls.

25.1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflict of laws. Customer agrees to the exclusive jurisdiction of the courts of the Commonwealth of Virginia for any claim or cause of action arising out of, or relating to or in connection with this Agreement or the Software Services, provided that such exclusivity does not apply to legal actions initiated or brought by Licensor.

25.2. The Parties shall comply with the export laws and regulations of the United States and other applicable jurisdictions in connection with this Agreement. Without limiting the foregoing, (i) the Customer and Licensor each represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit Users to access or use the Services in violation of any U.S. export embargo, prohibition or restriction (iii) and that the Service may not be exported or re-exported into (or to a national or resident of) any U.S. embargoed countries.

25.3. Except as otherwise set forth in this Agreement, Licensor does not bear any responsibility nor assumes any risks if by any reason the Software Services, a product or a service made available through the Software Services breaches national law of any state. Those who access the Software Services do so on their own initiative and are responsible for compliance with their national laws.

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