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2.4 Breach. You agree that any disclosure of the Proprietary Information to a Third Party other than in accordance with the terms of this ASLA constitutes a material breach of this ASLA and will terminate the license granted by this ASLA.

2.5 Injunctive Relief. You further agree that You will be liable for all damages to AppPerfect that result from any wrongful disclosure of the Proprietary Information to any Third Party or any breach of this ASLA. You acknowledge that such wrongful disclosure or breach could cause irreparable injury that cannot be compensated by monetary damages and that injunctive or other equitable relief may be appropriate.

### **3. PRODUCT MAINTENANCE.**

You understand and agree that AppPerfect may provide updates to the SOFTWARE from time to time but AppPerfect shall have no obligation to provide maintenance or updates to You for SOFTWARE licensed under this ASLA.

### **4. DISCLAIMER OF WARRANTY AND LIABILITY.**

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### **5. TERMINATION.**

5.1 Basis for Termination. AppPerfect may terminate this ASLA if You commit a material breach of this ASLA

5.2 Obligations Upon Termination. Upon termination of this ASLA, You will immediately destroy or return to AppPerfect all SOFTWARE and Proprietary Information in Your possession.

5.3 Effect of Termination. The following provisions shall survive termination of this ASLA: 2, 4, 5.2, 5.3, and 6.

## **6. GENERAL TERMS AND CONDITIONS.**

6.1 Severability. If any provision of this ASLA is found by any court of competent jurisdiction to be invalid, then the remaining provisions shall nevertheless remain in full force and effect.

6.2 Choice of Law and Venue. This ASLA shall be governed by and construed under the laws of the State of California without regard to conflicts of laws or provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. You agree that the federal and state courts within Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of this ASLA.

6.3 Complete Agreement. This ASLA is the complete and exclusive statement of the mutual understanding of the parties and that it supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this ASLA. AppPerfect disclaims all preprinted terms of any purchase order or other written instrument submitted by You.

6.4 No Modification. You agree that this ASLA can be modified only by a written agreement duly executed by persons authorized to execute agreements on behalf of the parties hereto.

6.5 No Waiver. You agree that any failure or delay to exercise or any partial exercise of any right, power, or privilege hereunder by AppPerfect shall not operate as a waiver.

6.6 Attorneys' Fees. If any legal action is necessary to enforce the terms of this ASLA, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

6.7 Export Laws. You shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which You receive delivery of the SOFTWARE, which pertain to the SOFTWARE. You may not install the SOFTWARE outside of the country to which the SOFTWARE was initially shipped.

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Should you have any questions concerning this ASLA, or if You desire to contact AppPerfect for any reason, please write:

AppPerfect Corporation, 14662 Aloha Ave, Saratoga, CA 95070

## **AppPerfect Maintenance and Technical Support Policy**

The document describes AppPerfect Corporation technical support and product maintenance policy. In case of conflict between this document and the AppPerfect Software License Agreement (ASLA), the ASLA takes precedence. This is not a legal document. The ASLA is the only legal and binding agreement between you, the User, and AppPerfect Corporation, the Company. This document serves to clarify some general policies not covered in the ASLA. This document is current as of June 1, 2019. However, this document is subject to change without notice. Check with your AppPerfect representative for the latest version of this document.

### **1. DEFINITION.**

1.1 "Technical Support" is generally defined as a user's request to the Company for assistance in using the product.

1.2 "Product Maintenance" is generally defined as updates and upgrades made to the Company's software products

### **2. ANNUAL SUBSCRIPTION/ RENEWAL.**

2.1 An Annual Subscription enables User to use the licensed AppPerfect software for the period the Annual Subscription is active. It also enables the User to request technical support from AppPerfect and upgrade to any new version of the software released during the time the Annual Subscription is active.

2.2 User's initial purchase of an AppPerfect product license includes the first year's Annual Subscription fees. User may choose to renew or not renew the Annual Subscription. Annual Subscription fees will be charged for technical support and product maintenance beyond the first year.

2.3 Annual Subscriptions for subsequent years may be purchased as per the then effective Annual Subscription fees. Please contact your AppPerfect sales representative for various options available to ensure continued long term support and product maintenance.

### **3. SUPPORT POLICY.**

3.1 Email technical support is free of charge during first 30 days of product evaluation. However, Company has no obligations to provide any technical support during product evaluation period.

3.2 Technical support is free of charge subject to payment of annual subscription fees. Company provides technical support to all licensed customers on a "best efforts" basis. Company does not guarantee any service level agreements, implicit or explicit, for such support

3.3 Technical Support may be provided via email or phone, at Company's discretion. Company does not provide toll-free phone for technical support.

3.4 Users who chose to not purchase renewal of the Annual Subscriptions are not entitled to technical support or free product upgrades after their current subscription expires.

### **4. PRODUCT MAINTENANCE.**

4.1 As part of user's annual subscription purchase, user will be provided with free upgrades of all updates and upgrades made to the Company's product that the user has licensed

4.2 Company is under no obligation to make any future releases

4.3 If a defect is identified with Company's product, Company may, at its discretion, choose to fix the defect as a patch to the current version of the product or make the fix available in a future release.

## **5. SPECIAL CONSIDERATION.**

5.1 Technical support is limited to user of Company's product. It does not include any other product or integration/interaction between Company's product and any other product

5.2 From time to time, the Company may choose to provide special consideration to assist user with issues beyond the scope of normal technical support policy. Please contact your AppPerfect sales representative for rates and other conditions for such custom service.

5.3 From time to time, the Company may choose to provide special consideration to user and implement a feature desired by user. Please contact your AppPerfect sales representative for rates and other conditions for such custom service.

5.4 For 24x7 mission critical technical support arrangements, user will be provided with a mobile phone number to contact AppPerfect personnel. Please contact your AppPerfect sales representative for rates and other conditions for such high-priority technical support agreements.