INTELLINETICS, INC.

Software as a Service Terms

By signing the Proposal, Client agrees to enter into these Software as a Service ("**SaaS**") Terms (these "**Terms**"), effective as of the date the Client executes the Proposal (the "**Effective Date**") in order to govern the provision of Services by Intellinetics, Inc. (the "**Provider**") to the client set forth on the applicable Proposal (the "**Client**"). Provider and Client may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

The Parties agree as follows:

1.   Definitions.

        (a)   "**Authorized User**" means Client's employees, consultants, contractors, and agents (i) who are authorized by Client to access and use the Services under the rights granted to Client pursuant to these Terms and (ii) for whom access to the Services has been purchased hereunder.

        (b)   "**Client Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an Authorized User through the Services.

        (c)   "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Client either electronically or in hard copy form.

        (d)   "**Proposal**" means the written document (hard copy or digital) or other expression of agreement (e.g., checking a box, email authorization) that identifies the Services purchased, start date, applicable fees, and other applicable terms.

        (e)   "**Provider IP**" means the Services, the Documentation, and any and all intellectual property provided to Client or any Authorized User in connection with the foregoing.

        (f)   "**Services**" means the software as a service (SaaS) offering described in the Proposal.

        (g)   "**Third-Party Products**" means any third-party products described in the Proposal or otherwise requested by Client and provided with or incorporated into the Services.

2.   Access and Use.

        (a)   Provision of Access. Subject to and conditioned on Client's payment of Fees and compliance with all other terms and conditions of these Terms, Provider hereby grants Client (excluding affiliates and subsidiaries) a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Client's internal use. Provider shall provide to Client the necessary passwords and network links or connections to allow Client to access the Services. The total number of Authorized Users will not exceed the number set forth in the Proposal, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

        (b)   Documentation License. Subject to the terms and conditions contained in these Terms, Provider hereby grants to Client a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

(c)　　　Use Restrictions. Client shall not use the Services for any purposes beyond the scope of the access granted in these Terms. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d)　　　Reservation of Rights. Provider reserves all rights not expressly granted to Client in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e)　　　Suspension. Notwithstanding anything to the contrary in these Terms, Provider may temporarily suspend Client's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Client's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Client, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Client or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Client to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

3.　　　Client Responsibilities.

(a)　　　General. Client is responsible and liable for all uses of the Services and Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by Client will be deemed a breach of these Terms by Client. Client shall use reasonable efforts to make all Authorized Users aware of these Terms' provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions. The Client (i) has sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data; (ii) is responsible for properly maintaining the functional operation of all hardware, internal network and software that interacts with the Provider IP; (iv) is responsible for connectivity to the Internet; (v) will utilize commercially reasonable efforts to prevent unauthorized access to, or use of the Provider IP; and will timely notify Provider of any such unauthorized use; and (vi) will comply with all applicable local, state, federal and foreign laws in use of the Provider IP.

(b)　　　Restrictions. Client shall use the Services solely for lawful purposes regarding its internal business as contemplated by these Terms and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to

any third party, other than as contemplated by these Terms; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, hateful or otherwise unlawful, tortious, material, including material harmful to children, violative of third-party privacy rights, encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate a local, state United States or international law; (iv) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (vi) attempt to gain unauthorized access to the Services or its related systems or networks; and (vii) violate third-party copyrights, trademarks, or intellectual property rights.

(c)   Third-Party Products. Provider may from time to time make Third-Party Products available to Client. For purposes of these Terms, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions provided by the Third-Party Product vendors referred to in the Proposal. If Client does not agree to abide by the applicable terms for any such Third-Party Products, then Client should not install or use such Third-Party Products.

4.   Service Levels and Support

(a)   Service Levels. Subject to the terms and conditions of these Terms, Provider shall use use, in its sole opinion, commercially reasonable efforts to maintain the security and integrity of the Client data and to make the Services generally available 95.5% of the calendar month twenty-four (24) hours a day, seven (7) days a week, except for:

(i)   scheduled downtime, for which Provider will provide at least 24 hours advance notice;

(ii)   downtime caused by circumstances beyond Provider's reasonable control, see Section 12(d), "Force Majeure" herein; or

(iii)   downtime caused by circumstances beyond Provider's reasonable control including, but not limited to: failure or delays involving hardware or software not within Provider's possession or reasonable control, and network intrusions or denial of service attacks, but only to the extent unavailability results notwithstanding the exercise by Provider, in its sole opinion, of reasonable care and due diligence to avoid or mitigate the same in anticipation of or in response to such causes.

(b)   Support. Provider shall provide unlimited access to available online support resources to Client.

5.   Fees and Payment.

(a)   Fees. Client shall pay Provider the fees ("Fees") as set forth in the Proposal without offset or deduction. Client shall make all payments hereunder in US dollars on or before the due date set forth in the Proposal. All fees are nonrefundable once paid. If Client fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Client shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Provider may suspend Client's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b)   Taxes. All Fees and other amounts payable by Client under these Terms are exclusive of taxes and similar assessments. Client is responsible for all sales, use, and excise taxes, and any other similar

taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Provider's income.

6.   Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under these Terms, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of these Terms for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7.   Intellectual Property Ownership; Feedback.

(a)   Provider IP. Client acknowledges that, as between Client and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b)   Client Data. Provider acknowledges that, as between Provider and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Provider to provide the Services to Client.

(c)   Feedback. If Client or any of its employees, consultants, contractors and/or agents sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to Provider on Client's behalf, and on behalf of its employees, consultants, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8.   Warranty Disclaimer. THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

9.   Indemnification.

(a)   Provider Indemnification.

(i)   Provider shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Client resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with these Terms, infringes or misappropriates such third party's US intellectual property rights, provided that Client promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii)   If such a claim is made or appears possible, Client agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Client to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate these Terms, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client.

(iii)   This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Client Data; or (D) Third-Party Products.

(b)   Client Indemnification. Client shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Client Data, or any use of the Client Data in accordance with these Terms, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Client's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by these Terms; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Client may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c)   Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE GREATER OF FIVE THOUSAND DOLLARS ($5,000) OR THE AMOUNT OF FEES PAID TO PROVIDER OVER THE TWELVE-MONTH PERIOD PRECEDING THE INITIAL EVENT GIVING RISE TO THE CLAIM.

10.   Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE GREATER OF FIVE THOUSAND DOLLARS ($5,000) OR THE AMOUNT OF FEES PAID TO PROVIDER OVER THE TWELVE-MONTH PERIOD PRECEDING THE INITIAL EVENT GIVING RISE TO THE CLAIM.

11.   Term and Termination.

(a)   Term. The initial term of these Terms begins on the Effective Date of the Proposal, and unless expressly specified otherwise in the Proposal or terminated earlier pursuant to these Terms' express provisions, will continue in effect until one (1) year from such date (the "**Initial Term**"). These Terms will automatically renew for successive additional one (1)-year terms unless earlier terminated pursuant to these Terms' express provisions or unless either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Provider must provide notice to Client of any increase in Fees at least sixty (60) days prior to the expiration of either the Initial Term or any Renewal Term. These Terms remain in effect for so long as any Proposal is in effect.

(b)   Termination. In addition to any other express termination right set forth in these Terms:

(i)   Provider may terminate these Terms, effective on written notice to Client, if Client: (A) fails to pay any amount when due hereunder, and such failure continues more than ten days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(ii)   either Party may terminate these Terms, effective on written notice to the other Party, if the other Party materially breaches these Terms, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii)   either Party may terminate these Terms, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c)   Effect of Expiration or Termination. Upon expiration or earlier termination of these Terms, Client shall immediately discontinue use of the Provider IP and, without limiting Client's obligations under Section 6, Client shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees that may have become due before such expiration or termination or entitle Client to any refund. Upon termination for any reason and request by Client, Provider will make

available a non-proprietary, industry standard digital file of the Client Data in exchange for the then current fee for such service. After thirty (30) calendar days following termination of these Terms for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data in its system or otherwise in its possession or under its control.

        (d)   <u>Survival</u>. This Section 11(d) and Sections 1, 4, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of these Terms.

12.   <u>Miscellaneous</u>.

        (a)   <u>Nonsolicitation</u>. The parties agree that during the term of these Terms, and for a period of one (1) year after termination of these Terms, neither party shall directly or indirectly solicit for employment or employ, without the prior written consent of the other party, any person employed then or within the preceding on (1) year by the other party.

        (b)   <u>Entire Agreement</u>. These Terms, together with the Proposal and any other documents incorporated herein or therein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of these Terms and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of these Terms, the Proposal, the related attachments, and any other documents incorporated herein or therein by reference, the following order of precedence governs: (i) first, these Terms; (ii) second, the Proposal (unless any conflicting terms in the Proposal specifically refer to the terms in these Terms that are being superseded by the Proposal); and (iii) third, any other documents incorporated herein or therein by reference.

        (c)   <u>Notices</u>. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the Proposal (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in these Terms, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

        (d)   <u>Force Majeure</u>. In no event shall Provider be liable to Client, or be deemed to have breached these Terms, for any failure or delay in performing its obligations under these Terms, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, epidemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing a shutdown or an embargo.

        (e)   <u>Amendment and Modification; Waiver</u>. No amendment to or modification of these Terms is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f)   Severability. If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these Terms so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g)   Governing Law; Submission to Jurisdiction. These Terms are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or related to these Terms or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the city of Columbus and County of Franklin, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(h)   Assignment. Neither Party hereto may assign its rights or obligations under these Terms without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Licensor may assign these Terms to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and agreement contained in these Terms shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns. Any assignment attempted in contravention of this section will be void.

(i)   Export Regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Client Data outside the US.

(j)   US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(k)   Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Client, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(l)   Counterparts. The Proposal, execution of which binds the Parties to these Terms, may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.