

INPHER ENTERPRISE LICENSE TERMS

This is an agreement between Inpher, Inc. (“Inpher” or “Licensor”) and you (“You” or “Licensee”), the entity as listed on any order form, statement of work or similar document entered into between the parties (each, an “Order” or “Order Form”), and is effective as of the date on the initial Order Form between the parties (the “Effective Date”).

1. Definitions. The following terms have the following meanings:

“**Affiliate**” means an organization that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means direct or indirect ownership of more than 50% of the voting interests of the organization. For example, without limitation, Inpher Sarl (a Swiss Limited Company) is an Affiliate of Inpher, Inc.

“**Agreement**” means, collectively, these terms, together with any and all applicable Orders and/or SOWs with Licensee.

“**Deliverable**” means any item or deliverable provided to Licensee as a part of the Services, including any report.

“**Documentation**” means the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time.

“**Enhancements**” means any updates, upgrades, modifications, new releases and corrective programming to the Software that are provided as part of Support.

“**Licensed Products**” means the Software and Enhancements;

“**Order**” means an ordering document, whether on Inpher’s website or a paper copy, pursuant to which Licensee licenses Licensed Products and obtains related services. An Order and a SOW can be combined in one document.

“**SDK**” means the software development kit or tools included as part of the Software

“**Services**” means the services included as part of Licensee’s license set forth in an Order or as part of Inpher’s services set forth on a SOW, which may include, e.g., cloud services, professional services or consulting services, or training.

“**Software**” means the source code (excluding those portions of the code that are provided encrypted or encoded) version of the computer software identified in the Order.

“**SOW**” means a statement of work for Services signed by both parties that refers to this Agreement. An Order and a SOW can be combined in one document.

“**Support**” means support, if any, as described in Section 3 and included in Licensee’s license.

“**User**” means an individual authorized by Licensee to use the Licensed Products in accordance with an Order regardless of whether the individual is actively using the Licensed Products at any given time.

2. Scope of Agreement; License.

(a) Generally. Inpher will provide Licensee with the Licensed Products, Support and Services as set forth on an Order. While we may modify our support policy from time to time, we will not modify it in a way that materially and adversely affects your Services. Any conflict between the terms of an Order and this Agreement will be resolved in favor of the Order, only if and to the extent expressly referencing these terms and the intended change. Any terms and conditions which may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms, quotes, invoices, bills, or other similar forms or documents issued by you shall be of no force or effect even if such forms or documents are accepted by us. Affiliates of Licensee are

authorized to place Orders under this Agreement. By submitting an Order under this Agreement, Licensee's Affiliate is deemed to agree to be bound by the terms of this Agreement.

(b) Beta Products. Inpher may offer certain Licensed Products available as part of beta testing to its customers (the "**Beta Products**"). Use of the Beta Products is at the election of Licensee and is for evaluation purposes only. Inpher reserves the right to discontinue the Beta Products at any time. Beta Products will automatically terminate at such time as Inpher makes such Beta Products generally available or on notice from Inpher at any time. Beta Products may be unpredictable and lead to erroneous results. Licensee acknowledges and agrees that: (i) Beta Products are experimental and have not been fully tested; (ii) Beta Products may not meet Licensee's requirements; (iii) the use or operation of any Beta Service may not be uninterrupted or error free; (iv) Licensee's use of any Beta Service is for purposes of evaluating and testing the Beta Service and providing feedback to Inpher; and (v) Licensee shall inform its employees, staff members, and other users regarding the nature of Beta Service. Licensee will promptly report any errors, defects, or other deficiencies in any Beta Service to Inpher. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA PRODUCTS ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND.** Licensee waives any and all claims, now known or later discovered, that Licensee may have against Inpher and its suppliers and licensors arising out of Licensee's use of the Beta Products. Except as provided above, all Beta Products are subject to all other terms and conditions of this Agreement relating to the Licensed Products.

(c) Trial Licenses. If a Licensed Product is furnished as part of a trial (the "Trial Products"), Inpher grants Licensee an as-is, royalty-free, nontransferable and nonexclusive license to use and reproduce the Trial Products, not to exceed sixty (60) days from date of delivery ("Trial Period"), solely in Licensee's internal, non-production environment for evaluation purposes only. Licensee will not use the Trial Products for any other purpose, including quality assurance or production purposes as part of the trial. During the Trial Period the Trial Products are provided to Licensee "AS IS" and Inpher disclaims all warranties, express or implied, including, but not limited to, accuracy, reliability, non-infringement, merchantability or fitness for a particular purpose. Any infringement indemnity obligations from Inpher set forth herein are expressly disclaimed for trial licenses. If Licensee subsequently converts the trial version of the products to a production use license, Licensee agrees to the terms set forth in this Agreement and the applicable Order. Except as provided above, all Trial Products are subject to all other terms and conditions of this Agreement relating to the Licensed Products.

(d) Enterprise License. If Licensee purchases an Enterprise License as specified on the Order, subject to the terms and conditions of this Agreement and the applicable Order, Inpher grants Licensee a non-transferable and non-exclusive license during the term of the license to use the Licensed Products in a production environment and to use the SDK to modify its own Licensee software. Additional terms of authorized use are as set forth in the applicable Order, and may include, for example, limitations on the number of Users/Nodes. Licensed Products licensed for endpoint use by a specific number of Users/Nodes may be installed on the number of devices equal to the specific number of User/Node licenses purchased, or may be installed on multiple devices so long as the number of Users/Nodes do not exceed the number of licenses purchased.

(e) Copies. Licensee may make a reasonable number of copies of the Licensed Products and Documentation solely for back up or disaster recovery purposes. Licensee must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies.

(f) General Use Restrictions. Licensee will not will and will not allow any third party to: (i) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any encrypted or encoded portion of the Licensed Product; (ii) directly or indirectly circumvent or violate the technical restrictions of the Licensed Product; (iii) make copies of the Licensed Products or Documentation except as otherwise authorized in Section 2(d) or an Order; (iv) disclose the Licensed Products, Documentation or any other Inpher information marked confidential or proprietary to any third party; (v) sublicense, rent, lease, lend, or host the Licensed Products to or for other parties; (vi) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Licensed Products; (vii) alter, remove or obscure any patent, trademark or copyright notice in the Licensed Products or Documentation; or (viii) use components of a Licensed Product independent of the Licensed Products they comprise; (ix) post, send, process or store

infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights via the Licensed Products; (x) use the Licensed Products to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party; or (xi) use the confidential information of Inpher to contest the validity of any Inpher intellectual property. Licensee will comply with all applicable laws in connection with its use of Licensed Product, Deliverables, Services, including any applicable securities laws, U.S. Export Administration Regulations, anti-corruption laws and U.S. embargoes. The Licensed Products may be used only by Licensee (i) for its internal business purposes and only for the direct benefit of Licensee; (ii) only by the number of persons for whom a license fee has been paid, and all such use may only be by those persons using the Service for the benefit of Licensee in the course and scope of their employment, subject to the terms hereof; (iii) only in its original form without alteration or combination with other products, services or software except as expressly authorized in any applicable Documentation; and (iv) in compliance with all applicable laws and in compliance with all Documentation and instructions provided by Licensor. In the event the license purchased by Licensee permits third parties to access databases or results therefrom of Licensee through the Services, Licensee shall ensure its agreements with such third parties include a complete disclaimer of warranties and liability for Licensees suppliers and licensors.

(g) Third Party Products. Licensee acknowledges that the Licensed Products may contain or be accompanied by certain third party software products (“Third-Party Products”). These Third Party Products, if any, shall be subject to any applicable third party licensor terms and/or conditions, including without limitation those which may be set forth in a readme file, text file, installation file or similar file or folder accompanying the Licensed Products (collectively, “Third-Party Notices”). The Third-Party Notices may include important licensing and warranty information and disclaimers. In the event of conflict between the Third-Party Notices and the other portions of this this Agreement, the Third-Party Notices will take precedence (but solely with respect to the Third-Party Products to which the Third-Party Notices relate). Except to the extent expressly provided otherwise in the Third-Party Notices, Licensee acknowledges that the Third-Party Products are licensed for use solely with the Licensed Products and may not be used on a stand-alone basis or with any other third party products and that Sections 7(a) and Section 9(b) of this Agreement shall not be applicable to the Third-Party Products. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY THIRD-PARTY PRODUCTS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/NON-INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD-PARTY PRODUCTS. YOU SHOULD CONSULT THE RESPECTIVE VENDORS/MANUFACTURERS OF THE THIRD-PARTY PRODUCTS FOR WARRANTY AND PERFORMANCE INFORMATION.

(h) Affiliates. The term “Licensee” as used in this Agreement and the applicable Order will be deemed to refer to either Licensee and/or such Licensee Affiliate entering into the Order. If a Licensee and one or more of its Affiliates enter into Orders, each shall be jointly and severally liable for each other, and a breach by any such entity of this Agreement shall permit Inpher to terminate (pursuant to the terms of this Agreement), in its discretion, the entire Agreement, only the affected Affiliates, and/or only the affected Orders.

3. Support; Services.

(a) Support. If Licensee purchases Support as specified in the Order, Inpher will provide to Licensee Support for the Licensed Products for the term set forth in the Order and for the fees set forth therein. Inpher will provide Licensee with Support in accordance with Inpher’s generally applicable support policy, which may be available on its website or on request.

(b) Services. Any Services to be provided will be described in an Order and Services provided on a time-and-materials basis will be described in a SOW. Licensee will provide Inpher with (a) reasonable assistance to facilitate scheduling and performance of Services; (b) information required to perform the Services; and (c) an engagement manager to help ensure effective delivery of the Services. Services are accepted when delivered unless otherwise set forth in an Order or SOW. Inpher may engage qualified subcontractors to provide the Services. On payment of all relevant fees, Inpher grants Licensee a royalty-free, perpetual, nontransferable

(except to your Affiliates) and nonexclusive license to use and reproduce any Deliverables for its internal business purposes.

4. Fees.

(a) Fees. Licensee will pay to Licensor, or Licensor's authorized designee, the license, maintenance, and any other fees and costs set out in an Order or SOW. Unless provided otherwise in the Order or SOW, all fees are due and payable within sixty (60) days from the date of Licensor's invoice. Licensee will pay a late charge of one and a half percent (1.5%) per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in, and will be paid in, United States currency.

(b) Taxes. The fees do not include any amount for taxes. Licensee will pay all federal, state and local sales, use, property, excise, and other taxes imposed on or with respect to this Agreement or an Order for the products and/or services provided hereunder. If any sales, use, excise or other taxes (except for taxes based on Licensor's net income) are assessed against or required to be collected in connection with this Agreement or an Order, Licensor will itemize such taxes on invoices issued in connection with an Order.

5. Intellectual Property. The grant of rights to the Licensed Products is not a sale of the Licensed Products. Except for the express licenses set forth in this Agreement, this Agreement does not transfer any right, title or interest in any intellectual property right of either party to the other. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code). If Licensee elects to provide Inpher with suggestions, ideas for improvement, recommendations or other feedback, Inpher may use such feedback without any restriction or payment. Inpher retains all right, title and interest in and to the Licensed Products, including any modifications or enhancements thereto. To the extent Licensee uses the SDK to make modifications to its own Licensee software ("Licensee Software") Licensee retains all right, title and interest in and to the Licensee Software, including any modifications thereto made using the SDK, subject to Inpher's rights to its Licensed Products and SDK. For the avoidance of doubt, Licensee Software shall not include any modifications Licensee makes to the source code for the Licensed Products. Licensee nor any related entity of Licensee will make any claims against Inpher, its affiliates, or their direct or indirect customers or licensees for infringement of any patents or any other intellectual property rights owned by Licensee or any related entity of Licensee relating to intellectual property developed by or for Licensee using the SDK or Licensed Products.

6. Confidentiality. Neither party shall disclose, use, modify, copy, reproduce or otherwise divulge confidential information of the other party, except as required by law or in furtherance of the relationship between the parties. This section shall not apply to information disclosed in published materials, generally known to the public, lawfully obtained from any third party, or known to or independently developed by the receiving party. Notwithstanding any other provision of this Agreement, both parties acknowledge that any use of the disclosing party's confidential information in a manner inconsistent with the provisions of this Agreement, and/or Licensee's use of the Licensed Products in violation of this Agreement, may cause the disclosing party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that, in addition to any other remedy to which the disclosing party may be entitled hereunder, at law or equity, the disclosing party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law. The Licensed Products shall be deemed confidential information of Inpher.

7. Warranties.

(a) Warranties. Licensor represents and warrants that (i) during the sixty (60) day period following initial delivery of the Licensed Products the Licensed Products will perform all material functions set out in the Documentation for such Licensed Products; and (ii) the Services will materially conform to the requirements of the relevant SOW for a period of sixty (60) days (or such other period as the parties may agree upon in an SOW) from initial delivery to Licensee. If, during such warranty period the Licensed Products or Services fail to comply with the foregoing warranties, Licensee must notify Licensor in writing detailing the alleged errors or

non-conformities. Licensor will have sixty (60) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to cure such warranty breach. If Licensor is unable to cure warrant breach, Licensee may, as its sole and exclusive remedy and Inpher's sole and exclusive liability, elect to terminate the Order or SOW for such Licensed Products or Services and receive a refund of all fees previously paid for such Licensed Products or Services.

(b) Disclaimer. LICENSOR DOES NOT WARRANT THAT THE LICENSED PRODUCTS OR SERVICES WILL OPERATE ERROR-FREE OR THAT LICENSOR WILL CORRECT ALL ERRORS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, THE LICENSED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE." LICENSOR AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS AND SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. ANY CLAIM BY LICENSEE SHALL BE BROUGHT WITHIN 12 MONTHS FOLLOWING THE EVENT GIVING RISE TO THE SAME. LICENSEE IS RESPONSIBLE FOR ALL USE OF THE LICENSED PRODUCTS AND SERVICES BY ALL END USERS, INCLUDING, WITHOUT LIMITATION, AS APPLICABLE, ANY EMPLOYEES, AGENTS AND CUSTOMERS. LICENSEE IS RESPONSIBLE FOR COMMUNICATING THE TERMS AND LIMITATIONS IN THIS AGREEMENT TO ANY AND ALL SUCH END USERS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY LIMITATIONS AND ANY LIMITS ON LICENSOR'S LIABILITY. ANY USE OF THE LICENSED PRODUCTS OR SERVICES BY ANY PARTY, INCLUDING LICENSEE, IN ANY HIGH RISK APPLICATION (AS DEFINED BELOW), INCLUDING WITHOUT LIMITATION, WITH ANY LICENSEE SOFTWARE WHICH IS A HIGH RISK APPLICATION, IS DONE AT THE USER'S OWN RISK, WITHOUT ANY WARRANTY. AS USED HEREIN, A "HIGH RISK APPLICATION" IS ANY APPLICATION OR USE WHERE THE FAILURE OF THE LICENSED PRODUCTS OR SERVICE COULD CAUSE SERIOUS RISK, INCLUDING RISK OF INJURY TO PERSONS OR PROPERTY, OR A LIFE-THREATENING SITUATION, INCLUDING BUT NOT LIMITED TO, MEDICAL, NUCLEAR, AVIATION, NAVIGATION, EMERGENCY SERVICES, EMERGENCY WEATHER ALERTS, OR MILITARY APPLICATIONS. Licensor is not, directly or indirectly, via the Licensed Products or Services, or otherwise, providing any medical, legal, financial, or other advice subject to regulatory oversight, or acting as a doctor, lawyer, broker, insurance agent or broker or other regulated entity.

8. Limitation of Liability. Except for a breach by a party of its confidentiality obligations in Section 6, a party's indemnification obligations in Section 9, fees owed hereunder or a party's infringement of the other party's intellectual property rights, neither party will be liable to the other in connection with this Agreement for (i) any incidental or consequential damages, including lost profits or business opportunities, or any special or punitive damages; or (ii) an amount that exceeds the total fees paid to Inpher by Licensee during the 12-month period prior to the event giving rise to the liability under the Order in which the claim arose.

9. Indemnification.

(a) Licensee Indemnification. Licensee hereby agrees to defend, indemnify and hold harmless, Licensor and its Affiliates and agents, from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case arising out of or related to (i) any breach by Licensee of this Agreement, including any representation, warranty or obligation herein; (ii) any Licensee Software, or any content, data or other materials provided, by or on behalf of Licensee (collectively, the "Licensee Materials"), including without limitation if any Licensee Materials are alleged to infringe any third party rights; (iii) any actual or alleged non-compliance by Licensee with applicable laws and regulations; (iv) Licensee's actual or alleged violation of third party privacy rights, including without limitation; or (v) Licensee's violation of Licensor's intellectual property rights.

(b) Inpher Indemnification. Licensor shall (a) indemnify and hold Licensee harmless from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case to the extent arising out of any third party claim that the Licensed Products infringe a United States patent, copyright, trademark, or trade secret of such third party, and (b) pay directly or indemnify Licensee with respect to any judgment or settlement amount awarded in

connection with such claim. The foregoing obligations are contingent upon Licensee providing Licensor with: (i) prompt written notice of such claim (and in any event notice in sufficient time for Licensor to respond without prejudice); (ii) the exclusive right to control, direct, and perform the investigation, defense, or settlement of such claim; and (iii) such assistance as may be reasonably requested by Licensor at Licensor's expense. If Licensee's use of the Licensed Products is, or in Licensor's opinion is likely to be, enjoined, or if required by settlement, or if commercially advisable, Licensor may, in its sole discretion: (x) substitute for the infringing element of the Licensed Products functionally similar software; (y) procure for Licensee the right to continue using the Licensed Products; or, (z) terminate this Agreement and refund to Licensee that pro rata portion of any prepaid Fee associated with such Licensed Products for any unused portion of the Term. The foregoing defense and indemnification obligations of Licensor shall not apply to the extent the alleged infringement arises out of (i) the alteration or modification of the Licensed Products, Services or other materials, (ii) use or combination thereof with other non-Licensor products, services, hardware, software or processes, or any unauthorized use of the Licensed Products or Services, (iii) failure to implement the latest release of the Licensed Products, or (iv) any matter indemnified by Licensee in Section 9(a). THIS PARAGRAPH SETS FORTH LICENSOR'S SOLE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY THE LICENSED PRODUCTS OR SERVICE.

10. Term; Termination.

(a) Term. This Agreement starts on the date that Licensee enters into an Order or SOW or downloads the Licensed Product, and continues until either party terminates this Agreement in accordance with this Section. Each Order or SOW will be effective as of the date set forth in such Order or SOW and will remain in effect until its expiration. Any Order entered into before the termination of this Agreement will remain in full force and effect for its entire term and this Agreement will remain in full force and effect for purposes of such Order until the termination of such Order, or in the case of perpetual licenses granted under an Order, for the duration of the license.

(b) Termination. If there is no Order or SOW then in effect, either may party terminate this Agreement upon five (5) days' prior written notice to the other party. Either party may terminate this Agreement or any Order by written notice to the other party if the other party commits a material breach of this Agreement or the applicable Order and fails to cure such breach within sixty (60) days after receipt of such notice, or an additional period of time as agreed to by the parties.

(c) Effect of Termination. Upon: (i) expiration of a term license to any of the Licensed Products, unless such term license is renewed; (ii) termination or expiration of the license to any of the Licensed Products for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the applicable Licensed Products and delete and/or remove all copies of such products from its servers, terminals and other computer systems and promptly return or destroy all copies of the Licensed Products, Documentation and any other Licensor confidential and proprietary information in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.

(d) Survival. Sections 4 (Fees), 5 (Intellectual Property), 6 (Confidentiality), 7(b) (Disclaimers), 8 (Limitation of Liability), 9 (Indemnification), 10 (c) (Effect of Termination), 10(d) (Survival), and 11 (Miscellaneous) and other sections that by their nature are intended to survive will survive termination of this Agreement or an Order indefinitely or to the extent set out therein.

11. Miscellaneous.

(a) Force Majeure. Except for Licensee's payment obligations, neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

(b) Assignment. Licensee is not permitted to transfer or assign (by operation of law or otherwise) any of its rights or obligations under an Order or this Agreement without the prior written consent of Inpher, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Inpher's written consent will be void and of no force and effect.

(c) Publicity Subject to Licensee's consent, which will not be unreasonably withheld, delayed or denied, Inpher may prepare a press release, case study or other collateral regarding Licensee's use of the Licensed Products. Otherwise, neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party except Inpher may use Licensee's name in Inpher's client list.

(e) Severance. If any provision of this Agreement or an Order, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement or Order will remain in full force and effect.

(f) Independent Contractor. Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other.

(g) Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of California, without regard to its principals of conflict of laws. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in a federal or state court of competent jurisdiction located in San Francisco, California.

(h) Verification. Inpher or its designated third party has the right, but not the obligation, to verify Licensee's compliance with the terms of the Agreement and applicable Order remotely, or, on 10 days' written notice, on location at any or all locations and for all environments in which Licensee uses the Licensed Products. Such local verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Licensee's work environment. Inpher may use an independent third party under obligations of confidentiality to provide assistance. Inpher will notify Licensee in writing if any such verification indicates that Licensee has used the Licensed Products in excess of the use authorized by the Agreement or Order. Licensee agrees to promptly enter into an Order and pay all associated fees directly to Inpher for the charges that Inpher specifies including, but not limited to: (i) any excess use; (ii) maintenance and/or subscription fees for the excess use for the duration of such excess; and (iii) any additional charges determined as a result of such verification.

(i) Entire Agreement. This Agreement and each Order, SOW, and all appendices, exhibits, schedules and attachments hereto constitute the sole and complete agreement between the parties with regard to its subject matter, may not be modified or amended except by a writing signed by both parties except as otherwise indicated herein, and supersedes all proposals, understandings, representations, prior agreements or communications relating to the Licensed Products and the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Licensee and any such terms will have no force or effect. Neither this Agreement nor any Order will be construed against the party that has prepared such Agreement or Order, but instead will be construed as if both parties prepared the Agreement or Order.