

## OPIE SOFTWARE SUBSCRIPTION AGREEMENT

YOU AGREE THAT BY PLACING AN ORDER THROUGH AN ORDERING DOCUMENT THAT INCORPORATES THIS SUBSCRIPTION AGREEMENT (THE "ORDERING DOCUMENT") YOU WILL FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THE ORDERING DOCUMENT AND THIS SUBSCRIPTION AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR YOUR ENTITY DO NOT AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THE ORDERING DOCUMENT AND THIS SUBSCRIPTION AGREEMENT, YOU SHALL NOT PLACE AN ORDER OR USE PRODUCT OR SERVICE OFFERINGS.

### GENERAL TERMS AND CONDITIONS

This OPIE Software Subscription Agreement (this "Agreement") is between O&P Digital Technologies LLC, a Florida limited liability company ("OPIE" or "Company") and individual or entity (hereinafter referred to collectively as "Customer") that has executed the order that incorporates these General Terms and Conditions by reference ("Ordering Document"). Collectively, OPIE and Customer may be referred to as the "Parties" or in the singular as "Party." This OPIE Software Subscription Agreement, along with any subsequent license terms, amendments, Ordering Documents, are referred to as the "Agreement." In case the Customer has signed both this OPIE Software Subscription Agreement and the Master Service Agreement, the Master Service Agreement shall prevail in the event of a conflict between the two documents.

1. **Definitions.** Capitalized terms shall be defined as set forth below, or elsewhere in this Agreement.

(a) "OPIE Products" means applicable OPIE subscription-based applications, tools, or services, including, but not limited to, Purchasing & Inventory ("P&I"), OPIE Anywhere, AP GL Interface, and Business Intelligence ("BI").

(b) "Authorized User" means an individual employee or agent of Customer who has been authorized by the Customer, will be paid for by Customer pursuant to the applicable Ordering Document and this Agreement, and is assigned a unique username-password combination to access and use OPIE Products. The rights of Authorized Users are solely those expressly granted to Customer pursuant to Section 2. Conduct by any Authorized User of Customer shall be treated as the conduct of the Customer for purposes of Customer's obligations pursuant to this Agreement.

(c) "Customer Data" means any data, files, text, graphics, images, software, works of authorship of any kind, and information or other materials that Customer transmits to, uploads to, transfers to, processes on, stores in, or causes to interface with the OPIE Suite, OPIE Anywhere, Customer's and/or Authorized User's Account(s) or OPIE Products.

(d) "OPIE Materials" means OPIE Products, OPIE Suite, OPIE Anywhere, any other software programs, tools, utilities, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or developed by OPIE or its personnel in connection with providing OPIE Products and related services.

(e) "Ordering Document" means the transaction order(s) Customer and OPIE shall from time to time execute that sets forth the number of Authorized Users purchased, fees schedule, and Subscription Term (as defined in Section 6) and other relevant terms. Each Ordering

Document related to this Agreement, will form part of this Agreement and will be subject to the terms and conditions contained herein.

(f) "Ordering Document Start Date" means the date specified as the Service Start Date in the applicable Ordering Document.

(g) "Subscription Period" means the period as defined by applicable Ordering Document for when OPIE Products will be available to Customer.

### 2. Rights to Use OPIE Products

Subject to Customer's compliance with this Agreement, OPIE grants Customer a limited, non-exclusive, non-transferable, revocable license during the Subscription Period to access and use OPIE Products via OPIE's cloud-based services (subject to Customer having a valid Account as described in Section 7 below), solely for Customer's internal business use. Such access and use is expressly limited to the number of Authorized Users set forth on the applicable Ordering Document. Customer's rights in OPIE Products will be limited to those expressly granted in this Section 2. OPIE and its licensors reserve all rights and licenses in and to OPIE Products not expressly granted to Customer under this Agreement.

### 3. Prohibitions and Use Policies.

(a) Customer acknowledges that OPIE Products contains trade secrets of OPIE and its licensors, and, in order to protect such trade secrets and other interests that OPIE and its licensors may have in OPIE Products, Customer may not, and Customer agrees not to, reverse engineer, decompile or disassemble OPIE Products. In addition, Customer may not, and Customer agrees not to: (i) sell or sublicense OPIE Products; (ii) modify OPIE Products; (iii) distribute or copy OPIE Products in whole or in part; (iv) use OPIE Products in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement;

(v) access or use any areas of OPIE Products for which OPIE has not granted Customer authorization, or tamper or interfere with OPIE's computer systems or the technical delivery systems of OPIE's providers; (vi) share, distribute or otherwise make available screen shots or other copies of OPIE Products displays other than to staff members of the Customer, or (vii) encourage, authorize, or enable anyone to do any of the foregoing.

(b) Customer acknowledges and agrees that OPIE is not required to monitor or police communications or data transmitted through OPIE Products and that OPIE shall not be responsible for the content of any such communications or transmissions. Customer shall use OPIE Products exclusively for authorized and legal purposes, consistent with all applicable laws, regulations and the rights of others. Customer shall keep confidential and not disclose to any third parties, and parties shall ensure that Authorized Users keep confidential and do not disclose to any third-parties, any user identifications, account numbers or account profiles.

#### **4. Subscription; Payment**

(a) By subscribing to OPIE Products, Customer agrees to pay OPIE the fees and payment terms set forth in each applicable Ordering Document.

(b) Unless set forth elsewhere in this Agreement or in the relevant Ordering Document, all payments are due and payable net thirty (30) days from receipt of an accurate invoice. Any applicable initial fees are due and payable net thirty (30) days from date of invoice unless stated otherwise on Ordering Document. The subscriptions granted herein are subject to timely payment of fees, unless payment terms are modified by the Ordering Document, OPIE will issue Customer an invoice at the Ordering Document Start Date for the first month subscription fees and any applicable initial fees reflected in the Ordering Document. OPIE will issue Customer an invoice monthly during the Subscription Period for which any additional monthly recurring fee is due by virtue of Customer exceeding the number of Authorized Users permitted in the applicable Ordering Document, at the list price per User, per month then in effect for OPIE (unless a different price is expressly stated in the applicable Ordering Document, in which case, the price in the Ordering Document shall control) during any month that any such monthly recurring fee is due. All fees are payable and due within thirty (30) days after the date of any invoice. For clarity, in the event of any conflict between the terms of this Section and the Ordering Document, the Ordering Document terms will control. Customer may only reduce the number of Users as set forth in the Ordering Document, as applicable, at the end of each Subscription Term via an executed Ordering Document or amendment between Parties.

(c) Customer agrees to pay all fees applicable to Customer's subscription as set forth in the applicable Ordering Document, or otherwise in accordance with OPIE's prices that are in effect at the time of Customer's order or the time of subscription renewal, whichever is more recent. In the event of any conflict between the terms of this Section and the Ordering Document, the Ordering Document terms will control. All stated fees are exclusive of taxes or duties of any kind. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Customer's use of OPIE Products, except for taxes based on OPIE's net income. If OPIE is required to collect any tax for which Customer is responsible, Customer agrees to pay such tax directly to OPIE. Payment terms in this Agreement are subject to credit approval in OPIE's reasonable discretion and may be changed based on Customer's financial position or payment history. All past due amounts will incur interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less. Furthermore, OPIE shall, at its discretion, have the right to offset any amounts due to Customer by amounts owed by Customer to OPIE.

#### **5. Ownership**

OPIE and its licensors reserve sole and exclusive ownership of OPIE Materials, and all copyrights, patents, trademarks, and other intellectual property rights therein. OPIE Materials do not include Customer Data. Customer may not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices appearing on OPIE Products. If Customer provides OPIE with any suggestions, comments, or other feedback regarding OPIE Products, Customer acknowledges that OPIE shall have a perpetual, royalty free license to use (or not use) any such suggestions, comments, or other feedback regarding OPIE Products in any manner and for any purpose, without compensation to Customer and without implying or creating any interest on Customer's part in any of OPIE's products or services that may be based on such Feedback.

#### **6. Term and Termination**

(a) Initial Term and Renewal. The initial Subscription Term shall begin on the Ordering Document Start Date and shall run for an initial Subscription Term as set forth in the Ordering Document attached to this Agreement. Upon expiration of the then current Subscription Term, a new Subscription Term shall automatically begin for a period of length equal to that of the initial Subscription Term; provided that (i) Customer has not given OPIE written notice that Customer does not wish to extend the Subscription Term for an additional term of the same length as purchased via the initial Ordering Document at least ninety (90) days prior to the end of the current term; and (ii) OPIE still offers Subscription for OPIE Products. OPIE will provide Customer with written notice of the upcoming expiration date, which

shall include notice of any price increase for the upcoming Subscription Term, if applicable; provided, however that any such price increases shall not exceed ten percent (10%), unless Customer has reduced the number of Authorized users on OPIE Products (price increase cap will not be applicable to any limited promotions).

(b) Termination of Subscription. Either Party may terminate the Subscription to OPIE Products upon thirty (30) days written notice to the other Party of a material breach by the other Party of its obligations set forth in this Agreement, if the breach is not cured within that thirty (30)-day period. If OPIE terminates the Subscription as a result of Customer's uncured breach, OPIE will retain all Subscription fees paid. Failure to pay for the Subscription in a timely manner constitutes material breach. If Customer terminates Subscription as a result of OPIE's uncured breach, OPIE's sole and exclusive obligation will be to promptly refund that portion of the Subscription fee actually paid by Customer that is proportional to the percentage of the Subscription Term remaining at the time termination is effective.

(c) Upon the expiration or termination of this Agreement, Customer will, within thirty (30) days after receipt of OPIE's invoice, pay all accrued and unpaid fees. The provisions of Sections 1, 3, 5, 6 and 8 to 16 will survive any expiration or termination of this Agreement.

## 6. Account

In order to access and use OPIE Products, if applicable, Customer accounts will be created for each Authorized User based on Customer provided data ("**Account**"). Customer agrees to provide accurate, current and complete information about the Customer Account, which includes all individual Authorized User Accounts. OPIE reserves the right to suspend or terminate the Customer Account or any individual Authorized User's Account, if any information provided during the registration process or thereafter is or becomes inaccurate, false or misleading. Customer is responsible for maintaining the confidentiality of Customer's passwords and Account, including all usernames and passwords information assigned to its Authorized Users, and agrees to notify OPIE if any of the passwords are lost, stolen, or disclosed to an unauthorized third-party, or otherwise may have been compromised. Customer is responsible for all activities that occur under the Customer Account, including the activities carried out by individual employees.

## 7. Data Ownership

(a) OPIE does not claim any ownership rights in Customer Data. Nothing in this Agreement will be deemed to restrict any rights that Customer may have to use and exploit Customer Data. Customer hereby grants to OPIE a non-exclusive, worldwide license to use, aggregate, reproduce and transfer Customer Data in connection with Customer's use of OPIE Products and OPIE's provision of OPIE Products to Customer. Customer represents and warrants

that Customer or Customer's licensors own all right, title and interest in and to Customer Data and that Customer has all rights in Customer Data necessary and sufficient to transmit to, upload to, transfer to, process on, store in, or cause to interface with, Customer's Account or OPIE Products, and to grant the rights contemplated by this Agreement. Customer is solely responsible for all the Customer Data as provided to OPIE, for Customer's development, transmission, operation, maintenance, storage, and use of Customer Data.

(b) Customer consents to OPIE's internal access, collection, transmission, storage, copying, processing, analysis and use of Customer Data (i) to administer OPIE Products and to monitor compliance with this Agreement, and (ii) for research and development purposes related to OPIE Products and related services.

(c) OPIE maintains the right, title, and interest in and to any data or information regarding the use or optimizing the use or sale of OPIE Products, so long as such data does not include Customer Data.

(d) During the term of this Agreement, OPIE may use such Customer Data for analytics purposes and to develop anonymized, hashed, aggregated, or other de-identified data ("De-identified Data") (i.e. data that is not personal data or data that does not identify or provide a reasonable basis to identify, contact, or precisely identify an individual or a device, including individual names, addresses, telephone numbers, email addresses, user names and passwords, and government-issued identifiers). OPIE may use and disclose de-identified data and its analytics before and after the term of the Agreement for any purpose, but OPIE may not re-identify or authorize a third party to re-identify participant data.

## 9. Confidential Information

(a) "Confidential Information" means (a) a Party's proprietary technology or computer software in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention (collectively the "Proprietary Technology"); (b) manuals, notes, documentation, technical information, drawings, diagrams, specifications, formulas or know-how related to any of the Proprietary Technology; (c) information regarding current or proposed products, customers, contracts, this Agreement, business methods, financial data or marketing data, financial results and projections, company and market strategy, product roadmaps, product and competitive sales analysis and plans, product or marketing plans, pricing plans or structures, personnel and recruiting matters, and future releases; and (d) offers or proposals which are provided by a Discloser, defined below, including, but not limited to, the fees charged by Discloser and such Confidential Information is either (i) in tangible or other form and labeled

“confidential” or the like, (ii) in a non-tangible form, including, but not limited to, oral information and is followed up within two (2) weeks in a tangible form that is appropriately labeled, or (iii) regardless of form or whether marked, should be apparent to a reasonable person familiar with Discloser’s business and the industry in which each operates, to be of a confidential or proprietary nature.

(b) A Party receiving Confidential Information (“Recipient”) of the other Party (“Discloser”) shall: (i) not disclose the Confidential Information to any third party at any time and Recipient shall limit disclosure of Confidential Information within its own organization to its employees or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the terms of this Agreement or have a professional obligation to maintain confidentiality; and (ii) protect the confidentiality of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or government body, provided that Recipient shall first give notice to Discloser in writing pursuant to Section 16(d) of this Agreement to provide Discloser a reasonable opportunity to obtain a protective order to protect the confidentiality of the information at Discloser’s sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose. Recipient shall immediately notify Discloser of any actual or suspected unauthorized disclosure of Confidential Information. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser’s prior written consent.

(c) The obligations described in Section 9(b) imposes no obligation upon Recipient with respect to any Confidential Information which (a) is or becomes a matter of public knowledge through no fault of Recipient; (b) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (c) is disclosed by Discloser without a duty of confidentiality; or (d) is independently developed by Recipient without use of or reference to the Confidential Information. The burden of proving any of the above exemptions is on Recipient.

(d) Upon the written request of Discloser, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser’s Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer

verifying that all of the foregoing have been destroyed or returned to Discloser.

(e) The terms set forth in this Section replace any prior non-disclosure agreement executed between the Parties.

## **10. OPIE Products Provided “As Is;” Disclaimers**

(a) OPIE represents and warrants that OPIE Products will function during the Subscription Term in substantial compliance with any applicable OPIE Materials. In order to be entitled to any remedy based on a purported breach of the foregoing representation and warranty, Customer must inform OPIE of the purported deficiency in OPIE Products’ functionality within thirty (30) days of the day on which Customer becomes aware of the condition giving rise to such claim. EXCEPT AS EXPRESSLY SET FORTH HEREIN, OPIE PRODUCTS IS PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. OPIE makes no warranty that OPIE Products will meet Customer’s requirements or be available on an uninterrupted, or error-free basis.

(b) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10(a), OPIE EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM OPIE OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

(c) Customer assumes sole responsibility and liability for Customer’s and Customer’s Authorized Users’ use of any output and/or results obtained from the use of OPIE Products and for conclusions drawn from such use. OPIE shall have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to OPIE by Customer in connection with OPIE Products or any actions taken by OPIE at Customer’s direction that are consistent with such direction. Other than third-party products, services, software or web sites provided by OPIE to facilitate performance of the Services, OPIE shall have no liability for any claims, losses or damages arising out of or in connection with Customer’s or any Authorized User’s use of any third-party products, services, software or web sites that are accessed via links from within OPIE Products.

## **11. Indemnity**

(a) Claims Related to OPIE Products Deliverables. Provided that Customer complies with the procedures set forth in Section 11(e) and subject to Section 11(b), OPIE will, at its expense and under its control (including selection of counsel), defend and/or settle any claim, suit or

proceeding brought by a third party against Customer or Customer's officers, directors, employees, agents and affiliates alleging that OPIE Products or any OPIE Materials, as provided by OPIE, infringes any copyright, trademark, trade secret or U.S. patent issued as of the Contract Date ("Claim"). In addition, OPIE will pay any judgment awarded against Customer for such Claim or any settlement amount agreed to by OPIE and, subject to Section 11(e), any authorized and documented expenses incurred by Customer.

(b) Exclusions. OPIE will have no obligation under Section 11(a) with respect to any Claim arising out of or based upon (i) Customer's modification of OPIE Products or any OPIE Materials or its combination or use with programs not supplied by OPIE or its use in a manner not permitted by this Agreement, where such modification, combination or use gives rise to such Claim; (ii) use of OPIE Products or any OPIE Materials that is not in accordance with the terms of this Agreement; (iii) Customer's use, reproduction or distribution of other than the most recent version of the OPIE Products or any OPIE Materials provided by OPIE or available to Customer where such infringement would have been avoided by Customer's use, reproduction or distribution of the most recent version of the OPIE Products or any OPIE Materials; or (iv) Customer Materials used with or incorporated in the Software, or a Service Deliverables.

(c) Injunction. If Customer's use of OPIE Products or any OPIE Materials is or, in OPIE's determination, is likely to be enjoined, OPIE may, without limiting its indemnity obligations hereunder, procure the right for Customer to continue to use OPIE Products or any OPIE Materials or modify the Software, or Service Deliverables in a manner that has materially equivalent functionality so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, OPIE may terminate use of OPIE Products or any OPIE Materials and refund to Customer amounts paid for OPIE Products or any OPIE Materials less a credit for use based on straight line depreciation applied on a quarterly basis over five (5) years from the date of initial delivery of OPIE Products or any OPIE Materials.

(d) Claims Related to Customer Material. Provided that OPIE complies with the procedures set forth in Section 11(e), Customer will, at Customer's expense, defend and/or settle any claim, suit or proceeding brought by a third party against OPIE or its officers, directors, employees, agents and affiliates and arising out of or related to the Customer Materials (either alone or as incorporated into a OPIE Products). In addition, Customer will pay any judgment awarded against OPIE or any settlement amount agreed to by Customer and, subject to Section 11(e), any authorized expenses incurred by OPIE.

(e) Procedure. If one Party (the "Indemnitee") receives any notice of a claim or other allegation with respect to which the other Party (the "Indemnitor") has an obligation

of indemnity hereunder, then the Indemnitee will in order to qualify for Indemnification under this Section, within fifteen (15) days of receipt of such notice, give the Indemnitor written notice, pursuant to the Notices provision set forth in Section 16(d) of this Agreement, of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim; provided, however, that Indemnitee's failure to give such notice shall not relieve Indemnitor of any of its obligations under this section except to the extent that Indemnitor is actually prejudiced by such failure. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized and documented costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

(f) Exclusive Remedies. THE INDEMNITY AND OTHER REMEDIES SET FORTH IN THIS SECTION SHALL BE THE EXCLUSIVE REMEDIES OF THE PARTIES WITH RESPECT TO ANY CLAIM FOR WHICH A PARTY HAS AN OBLIGATION OR INDEMNITY PURSUANT TO THIS SECTION.

## 12. Limitation of Liability

IN NO EVENT SHALL OPIE'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPIE HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE ALLOCATION OF LIABILITY IN THIS SECTION REPRESENTS THE AGREED AND BARGAINED-FOR UNDERSTANDING OF THE PARTIES AND VOLUNTARY ALLOCATION BETWEEN THEM AND, BUT FOR THIS PROVISION, OPIE WOULD NOT HAVE MADE THE SOFTWARE AVAILABLE TO CUSTOMER HEREUNDER.

IN NO EVENT SHALL OPIE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

### 13. Product Support

OPIE will have no obligation of any kind to provide support of any kind for problems in the operation or performance of OPIE Products to the extent caused by any of the following: (i) non-OPIE software or hardware products or use of OPIE Products in conjunction therewith (other than products of OPIE's third party vendors in provision of OPIE Products); or (ii) Customer's use of OPIE Products other than as authorized in this Agreement or as provided in the OPIE Materials. If OPIE determines that it is necessary to perform maintenance services for a problem in the operation or performance of OPIE Products that is caused by either of the above problems, then OPIE will notify Customer and have the right to invoice Customer for all such maintenance services performed by OPIE and approved by Customer.

### 14. Export Control

Customer agrees to comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that neither OPIE Products, nor any direct product thereof, are: (i) downloaded or otherwise exported or re-exported directly or indirectly in violation of such export laws and regulations; or (ii) used for any purposes prohibited by the such export laws and regulations, including but not limited to nuclear, chemical, or biological weapons proliferation.

### 15. Dispute Resolution

(a) This Agreement and any action related thereto will be governed by the laws of the State of Florida without regard to its conflict of law's provisions. Customer and OPIE irrevocably consent to the jurisdiction of, and venue in, the state or federal courts located in Alachua County for any disputes arising under this Agreement, provided that the foregoing submission to jurisdiction and venue shall in no way limit the obligation to arbitrate disputes set forth in Section 16.b.

(b) Except for actions to protect a party's intellectual property rights and to enforce an arbitrator's decision hereunder, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties. The arbitration shall be conducted in Gainesville, FL. The arbitrator shall apply the laws of the State of Florida to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final

and binding on the parties, and parties may be entered in any court of competent jurisdiction for enforcement. Enforcement of any award or judgment shall be governed by the Federal Arbitration Act.

### 16. General

(a) Assignment. Neither Party may assign its interest in this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may transfer and/or assign some or all of this Agreement by operation of law due to a merger or change of control, without prior notice to the other Party or the other Party's consent, provided that the Agreement is not assigned to a direct competitor of the other Party. This Agreement will inure to the benefit of and be binding upon the Party's successors and permitted assigns. Unless otherwise specifically agreed to by the non -assigning Party, no assignment by either Party shall relieve the assignor from its obligations pursuant to this Agreement. Any assignment in violation hereof shall be null and void.

(b) Essential Change. If after the execution of this Agreement there is an essential change in the ownership or nature of the business activity of the Customer corporation, OPIE shall have the right to terminate this Agreement. For purposes of this paragraph, an essential change in ownership shall be defined as a change in ownership of an amount equal to or greater than twenty-five percent (25%) of the equity of the Customer. For purposes of this paragraph, an essential change in nature of business activity shall be defined as any business activity not considered clinical orthotic and prosthetic patient care representing more than twenty-five percent (25%) of the revenue of the business operations.

(c) No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

(d) Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

(e) Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) twenty-four (24)

hours after having been sent via electronic mail to the contact person at the address listed in each instance on Key Agreement Terms page unless a Party notifies the other Party in writing of a change to the contact person and/or the contact person's contact information. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either Party to the other Party in accordance with this Section.

(f) Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of each Party.

(g) Entire Agreement. This Agreement, together with all exhibits incorporated herein, key agreement terms, and any subsequently executed Ordering Document(s), constitutes the complete and exclusive agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

(h) Force Majeure. Neither Party shall be liable for failure to perform or for delay in performance hereunder due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, fires, floods, earthquakes, accidents, Internet service interruptions or slowdowns, vandalism or "hacker" attacks, strikes, acts of war, acts of terrorism, riot, pandemics, embargoes, fuel crises, acts of civil or military authorities, or intervention by governmental authority, provided that such Party gives prompt written notice thereof to the other Party. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(j) Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

**The parties below acknowledge that they have read the Agreement, the Ordering Document, and all applicable polices, and agree to be bound by the terms therein.**

**CUSTOMER**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**O&P Digital Technologies LLC**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date