

Armanino End User License Agreement

THIS ARMANINO END USER LICENSE AGREEMENT (THIS "LICENSE AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE LICENSEE OF THIS SOFTWARE ("LICENSEE" OR "YOU") AND ARMANINO LLP ("ARMANINO"). SIGNING A DOCUMENT THAT REFERENCES THIS AGREEMENT AND/OR PLACING THE APPLICATION ON ANY COMPUTER OR VIRTUAL MACHINE INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE AGREEMENT. BY INSTALLING THIS SOFTWARE YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS LICENSE ON LICENSEE'S BEHALF. IF YOU DO NOT AGREE TO THESE TERMS AND/OR DO NOT HAVE THE AUTHORITY TO ENTER THIS LICENSE AGREEMENT, RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTS TO ARMANINO.

1. Use.

1.1. *License.* Subject to Licensee's payment of the fees as set forth under each Order Form (which parties may enter from time to time), Armanino hereby grants Licensee, non-assignable, non-transferable and non-exclusive (without right to sub-license) right to use the Program for a term as set forth under the Order Form only on one production Database for Licensee's internal use and in accordance with this License Agreement. Licensee may provide access to the Program only to its Authorized Users. Authorized Users may use the Program only for the benefit of Licensee. Licensee is responsible for all Authorized Users' compliance with this License Agreement. Licensee shall have the right to modify the Application Code of the Program, but only on condition and to the extent: (i) that such modification is required for Licensee's use of the Program; and (ii) Licensee is properly licensed for the 3rd party software source code from each applicable 3rd party company to perform the respective modifications.

1.2. *Prohibited Activities.* Licensee shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Program available to any third party other than Authorized Users; (ii) make available any License File/Code, directly or indirectly, to any third party not specifically authorized hereunder; (iii) use the Program in violation of applicable Law; (iv) reverse engineer or decompile any portion of Program, except to the extent required by applicable law; (v) copy the Program except for backup or archival purposes or (vi) use the Program in connection with creating or supporting any commercially available product or service. Licensee agrees to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to export or re-export any portion of the Program in violation of any such restrictions, laws or regulations, or without all necessary approvals.

1.3 *Data Usage Right.* You hereby grant Armanino a perpetual, non-exclusive, royalty free, transferable, irrevocable, worldwide, sub-licensable license to use Licensee Data relating to the provision, use and performance of various aspects of the Program and related systems and technologies, and Armanino will be free (during and after the term hereof) to use Licensee Data in connection with its business, including, without limitation, to improve and enhance the Program, for other development or diagnostic purposes, and in creation of Compiled Data. You understand and agree that Compiled Data may be shared publicly, including, without limitation, on Armanino's website, with its clients, with other users of the Program, and with other third parties. Armanino may also transfer information from the U.S. to other countries, which may have less stringent data protection laws. Any raw Licensee Data collected will only be accessible by Armanino staff or contractors who need to process this information and are subject to non-disclosure obligations. Armanino retains sole ownership of all Compiled Data, but shall gain no ownership of Licensee Data except as expressly authorized herein.

2. **Payment.** All payments and charges will be due in accordance with the Order Form terms.

3. **Proprietary Rights; Ownership.** Armanino (or its licensors) owns all right title and interest in and to the Program. Subject to the limited rights expressly granted hereunder, Armanino (and its licensors) reserves all rights, title and interest in and to the Program, including all related Intellectual Property Rights. No rights are granted to Licensee hereunder other than as expressly set forth herein.

4. Limited Warranty and Disclaimer.

4.1. *Warranty.* Armanino warrants that for a period of six (6) months following the first to occur of: (i) execution of this License Agreement; or (ii) delivery of the Program, the Program shall perform substantially in accordance with its Documentation. As Licensee's exclusive remedy and Armanino's sole liability for breach of the foregoing Limited Warranty: (a) Armanino shall, at no additional charge to Licensee, Correct the Program so that it complies with the Limited Warranty, or (b) if Armanino is unable to Correct the Program, return the license fee actually paid to Armanino for the Program by the Licensee.

4.2. *DISCLAIMER.* EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE ARMANINO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ARMANINO DOES NOT WARRANT THAT THE PROGRAM WILL BE ERROR FREE OR UNINTERRUPTED OR THAT THE FUNCTIONS OF THE PROGRAM WILL MEET LICENSEE'S REQUIREMENTS. ARMANINO SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY MODIFICATIONS TO THE PROGRAM OR ANY SERVICE AND SUPPORT OF THE PROGRAM PERFORMED BY THE LICENSEE ITSELF OR PROVIDED BY THIRD PARTIES OR PARTNERS OF ARMANINO. FURTHER, ARMANINO SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DEFECTS WHICH ARE A CONSEQUENCE OF EXTERNAL FACTORS, INCLUDING OTHER PROGRAMS, OR A CONSEQUENCE OF THE INTEGRATION OF OR INTERACTION BETWEEN THE PROGRAM AND THE LICENSEE'S OWN HARDWARE AND SOFTWARE ENVIRONMENTS.

5. Indemnity.

5.1 *By Armanino.* Armanino shall defend and indemnify Customer against any loss, liabilities, judgments, damages, claims, actions, proceedings, demands, costs or expenses (including reasonable attorneys' fees) ("Losses") in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Licensee by a third party alleging that the use of the Program as contemplated hereunder infringes a U.S. patent; provided, however, that Licensee: (a) promptly gives written notice of the Claim to Armanino; (b) gives Armanino sole control of the defense and settlement of the Claim (provided that Armanino may not settle any Claim unless it unconditionally releases Licensee of all liability); and (c) provides to Armanino, at Armanino's cost, all reasonable assistance. Armanino shall not be required to indemnify Licensee in the event of: (w) modification of the Program by Licensee, its employees, or Authorized Parties in conflict with Licensee's obligations or as a result of any prohibited

activity as set forth herein; (x) use of the Program in a manner inconsistent with the Documentation; (y) use of the Program in combination with any other product or service not provided by Armanino; or (z) use of the Program in a manner not contemplated by this License Agreement. If Licensee is enjoined from using the Program or Armanino reasonably believes it will be enjoined, Armanino shall have the right, at its sole option, to obtain for Customer the right to continue use of the Program, to replace or modify the Program so that it is no longer infringing or to terminate this License Agreement and all licenses granted hereunder.

5.2 *By Licensee.* You shall defend, indemnify and hold harmless Armanino and its affiliates, employees, agents, successors and assigns from any from any losses, liabilities, judgments, damages, claims, actions, proceedings, demands, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising from or related to (a) your use of the Program not in accordance with its intended purpose or not in accordance with the terms and conditions of this License Agreement; (b) your failure to comply with the terms and conditions of this License Agreement; or (c) your violation of law, negligence, willful misconduct, or other acts or omissions related to or arising from this License Agreement.

6. **Confidentiality.** You acknowledge and agree that the Program is the confidential information of Armanino (the "Confidential Information"). You shall use reasonable diligence, and in no event less than that degree of care that you use in respect to your own confidential information of like nature, to prevent the disclosure or reproduction of the Confidential Information, except as authorized by Armanino in writing prior to such disclosure. Without limiting the generality of the foregoing, to the extent that this License Agreement permits the copying of Confidential Information, all such copies shall bear the same confidentiality notices, legends, and intellectual property rights designations that appear in the original versions and You shall keep detailed records of the location of all Confidential Information. You will not disclose the Confidential Information to any third parties, or any employee or individual contractor otherwise permitted to use the Confidential Information that is not bound to You by confidentiality obligations no less restrictive than those set forth herein. You shall defend, indemnify and hold Armanino harmless from any losses arising out of a violation of this Section 6 in accordance with the terms of this License Agreement.

7. **LIMITATION OF LIABILITY.**

7.1. *LIMITATION OF LIABILITY.* YOU AGREE, THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ARMANINO'S TOTAL AGGREGATE LIABILITY TO YOU, ARISING FOR ANY REASON UNDER THIS LICENSE AGREEMENT EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID BY THE LICENSEE FOR THE PROGRAM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

7.2. *EXCLUSION OF DAMAGES.* TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ARMANINO OR ITS LICENSOR'S HAVE ANY LIABILITY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PROGRAM, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF ARMANINO OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Termination.**

8.1. *By Licensee.* Licensee shall have the right to terminate this License Agreement upon thirty (30) days written notice. The Licensee shall not be entitled to any refund of any fees paid as a result of such termination. Licensee shall promptly cease using the Program and delete, erase and/or destroy all copies of the Program and, upon Armanino's request, certify compliance with the foregoing to Armanino. Except as otherwise expressly provided herein, the terms of this License Agreement will survive termination.

8.2. *By Armanino.* In the event of the Licensee's material breach of this License Agreement, Armanino shall have the right to terminate this License Agreement immediately upon written notice and shall have all remedies available at law or in equity. Licensee shall immediately cease using the Program and promptly delete, erase and/or destroy all copies of the Program. Armanino shall have no obligation to refund any paid license fees as a result of such termination.

9. **Independent Contractors.** The parties are independent contractors, and this License Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. No party has the power to bind the other or incur obligations on the other's behalf.

10. **Force Majeure.** Neither party shall be held liable for any failure or delay in its performance under this License Agreement (other than for delay in the payment of money due and payable hereunder) as a result of circumstances beyond its reasonable control including, without limitation, acts of God, war and mobilization, acts of terror, catastrophes of nature, strikes, lock-out, fire, damage to facilities, and import and export regulations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11. **General.** This License Agreement (together with each applicable Order Form) sets forth the entire understanding between the parties and supersedes any and all oral or written agreements or understandings between the parties as to its subject matter. If any provision of this License Agreement is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties, and such provision shall not affect the legality and validity of any other provision. Licensee may not assign any of its rights or obligations under this License Agreement, whether by operation of law or others. Any terms of this License Agreement, which by their nature extend beyond the day this License Agreement comes to an end shall remain in effect. Where the context so admits, any reference to the singular includes the plural, any reference to the plural includes the singular, and any reference to one gender includes all genders. If either party does not exercise, or delays exercising, a right or remedy provided by this License Agreement or by law, that failure or delay will not amount to a waiver of that right or remedy by that party. The fact that a party does exercise a right or remedy provided by this License Agreement or by law does not prevent that party from exercising that right or remedy again, or exercising another right or remedy. This License Agreement shall be governed by the laws of the State of California, without reference to its conflicts of laws. Each party submits to the exclusive jurisdiction of the courts of the State of California, County of Contra Costa with respect to any dispute arising out of or related to this License Agreement, and each party expressly waives any and all objections such party may have to venue, including, without limitation, the inconvenience of such forum, in any of such courts. This License Agreement may not be amended, modified or superseded, unless expressly agreed to in writing by both parties. You understand and agree that some of Program may be incorporated into, and may incorporate itself into, software and other technology owned and controlled by third parties. Any third party software or technology that is incorporated in such Program falls under the scope of this License Agreement and/or any other terms that Armanino will provide under a

separate agreement. The terms and conditions of such third party software shall be available either directly through such third party's website or in any other format that Armanino may provide to You. Your use of such third party software constitutes acceptance of such terms. All notices, requests or other communications required or permitted to be given hereunder shall be sent by registered mail, postage prepaid, facsimile, or electronic mail to the other party at its address set forth below or to such other address as may from time to time be notified by either party to the other. Notices shall be deemed received upon actual receipt.

12. Definitions.

12.1. "Application Code" means the code to the application, i.e., the specific functions, forms, tables and reports which form a part of the Program.

12.2. "Authorized User(s)" shall mean Licensee's Internal Users and External Users who are licensed to use the 3rd party software.

12.3. "Compiled Data" shall mean reports, studies, analyses, benchmarking and analysis (including statistical, data and trend analysis), data models and other work product created or developed by or on behalf of Armanino resulting from compilation and/or analysis of Licensee Data on an aggregated, de-identified anonymous basis.

12.4. "Correct" shall mean any of the following: (i) deliver a new version of the Program without the Error, (ii) a correction of the error such that the Program operates substantially in accordance with its electronic documentation; or (iii) a statement of procedures or manners of application (a "work around") whereby the error will have no significant effect on the Licensee's use of the Program.

12.5. "Licensee Data" shall mean data input to the Program by or on behalf of Licensee, its affiliates, agents, authorized users or representatives.

12.6. "Database" shall mean an electronic entity upon which the data of the Program are stored.

12.7. "Documentation" shall mean all and any electronic and written aids and specifications developed by Armanino in relation to the Program, for which the Licensee has acquired the right of use from time to time, and any descriptions developed by Armanino in relation to the Program.

12.8. "External Users" shall mean all third parties for which the Licensee has acquired and paid for the right of use to limited functionality in the Program. Such third parties are persons who or entities which are not Internal Users (such as, but not limited to, the Licensee's customers, suppliers and partners).

12.9. "Internal Users" shall mean employees or contractor of Licensee or the Licensee's Subsidiaries which have been authorized by the Licensee to use the Program in their work for the Licensee or the Subsidiary, and for which the Licensee has acquired and paid for the right of use to the Program.

12.10. "License Agreement" shall mean this Armanino End User License Agreement issued by Armanino.

12.11. "License Files/Codes" shall mean the files/codes which, like a key, open the Program giving the Licensee access to use the Program.

12.12. "Order Form" shall mean any subscription agreement or other ordering document for Program that refers to this License Agreement that the parties may enter from time to time.

12.13. "Program" shall mean those parts of the electronic unmodified standard version of Armanino's computer software program, including Upgrades and external components and certified solutions which have been integrated and delivered by Armanino as a part of Armanino's computer software program,

for which the Licensee has acquired and actually paid for the right of use and any related Documentation delivered by Armanino. Program does not include any localized version of the subject software program outside the United States unless specifically stated in the Order Form.

12.14. "Subsidiaries" shall mean the companies controlled by the Licensee by ownership of more than 50% of the shares or the voting rights in such companies for which the Licensee has acquired and paid for the right of use to the Program, and which have been specifically listed in the Order Form referencing this License Agreement.

12.15. "Upgrades" shall mean new versions of the Program which Armanino may, in its discretion, release from time to time.